



City of
Washington
NORTH CAROLINA
Council Agenda
APRIL 14, 2014
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from March 10, March 17, and March 24, 2014 **(page 4)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals (Vehicle Numbers 462 – Street Sweeper, 520 – John Deer Tractor, and 8002 – T & R Portable Bathroom) **(page 23)**
- B. Accept/Adopt – NFL football camp grant on behalf of Terrance Copper and **Adopt** Budget Ordinance Amendment (\$2,500) **(page 24)**
- C. Adopt – Keyslanding Fee Budget Ordinance Amendment (\$22,863) **(page 26)**
- D. Adopt – Airport Fuel Budget Ordinance Amendment (\$47,000) **(page 29)**

II. Comments from the Public:

III. Public Hearing on Zoning: **6:00 PM**

- A. Accept/Adopt – Recommendation of the Planning Board and **Adopt** Resolution to consider zoning for 6.95 acres of vacant property located on Old Bath Hwy (Montessori School property) **(page 31)**

IV. Public Hearing – Other:

- A. None –

V. Scheduled Public Appearances:

- A. Catherine Glover – Outdoor Reception Request **(page 37)**
- B. Al Powell – Updates & Appreciation Day – Warren Field Airport
- C. Reverend David Moore – Keyslanding Paving and Second Position Lien Request

- VI. Correspondence and Special Reports:
- A. Memo – General Fund Budget Transfer (**page 38**)
 - B. Report – February and March Load Management (**page 43**)
- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council (**page 45**)
- VIII. Appointments:
- A. None –
- IX. Old Business:
- A. Adopt – Ordinance to Amend Chapter 18, Section 77 – Stop Intersections and Chapter 18, Section 78 – Yield Intersections (**page 49**)
 - B. Adopt – Ordinance to Amend Chapter 18, Section 102(c) – Nonhighway Streets (**page 51**)
 - C. Approve/Authorize/Adopt – Old City Hall Reconveyance and **Authorize** City Manager or his designee to execute any documents that are necessary in conjunction with the related closing and **Adopt** a Budget Ordinance Amendment (**page 53**)
- X. New Business:
- A. Adopt – Resolution Authorizing the Mayor to Apply for a Technical Assistance Grant (**page 67**)
 - B. Adopt/Authorize – Grant Project Ordinance and a Budget Ordinance Amendment and **Authorize** the City Manager to execute the Work Authorization for Professional Services agreement (Airport Lighting Rehabilitation Project (**page 70**))
 - C. Authorize – Electric Director to Execute Pole Attachment Agreement (**page 85**)
 - D. Adopt/Award – Ordinance to condemn as unsafe the structure located at 759 Carolina Avenue and **Award** the demolition contract (\$4,500) (**page 123**)



NORTH CAROLINA

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5:30 PM

- E. Adopt – Capital Project Ordinance and Adopt a Budget Ordinance Amendment for the Way Finding Capital Project **(page 133)**
- F. Adopt – Employee Cemetery Lot Purchase Program **(page 139)**
- G. Authorize – City Manager to renew BCBS Health Insurance Contract Renewal for FY 2014-15 **(page 144)**
- H. Approve – Personnel Policy Revision Article VII. Employee Benefits **(page 146)**
- I. Approve – Resolution Endorsing NCEMPA Asset Sale Negotiations **(page 148)**

- XI. Any Other Items From City Manager:
 - A. None –

- XII. Any Other Business from the Mayor or Other Members of Council
 - A. Discussion – Public Comments Rules

- XIII. Closed Session – Under NCGS § 143-318.11 (a)(3) Attorney Client Privilege, and (a)(1) Confidential Information Under Chapters 132 (Public Records) and 159B (Confidentiality of Contract Discussions) of the North Carolina General Statutes.

- XIV. Adjourn – Until Monday, April 21, 2014 at 5:30 pm, in the Council Chambers.

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

MARCH 10, 2014

The Washington City Council met in a regular session on Monday, March 10, 2014 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Stacy Drakeford, Police & Fire Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Keith Hardt, Electric Utilities Director; John Rodman, Community/Cultural Resources Director; Kristi Roberson, Parks and Recreation Manager; Susan Hodges, Human Resources Director; Gloria Moore, Library Director; Lynn Wingate, Tourism Director and David Carraway, IT Department.

Mayor Hodges called the meeting to order. Councilman Beeman delivered the invocation.

APPROVAL OF MINUTES:

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council approved the minutes of February 10 & 24, 2014 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

Mayor Hodges reviewed the requested amendments to the agenda:

- Move from Consent Item B: Adopt – Budget Ordinance Amendment – Haven’s Garden Master Plan Phase I (**discussed after approval of Consent Agenda**)
- Move from Consent Item D: Purchase Orders >\$20,000 (**discussed after approval of Consent Agenda**)
- Add under Appointments: Discussion of Electric Utilities Advisory Board

Mayor Hodges explained that Consent items B & D will be discussed immediately after amending the agenda.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved the agenda as amended.

**MOMENT OF SILENCE: IN MEMORY OF MURIEL BROTHERS AND
D. J. MIDGETT ~ BOARD OF LIBRARY TRUSTEES**

CONSENT AGENDA:

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved the consent agenda as amended.

- A. Declare Surplus/Authorize – Electronic Auction Of Vehicle Through GovDeals (Vehicle Number 616)

| Vehicle Number | Make/Model | Serial Number | Odometer Reading |
|----------------|--|--------------------|------------------|
| 616 | 1982 International 230 HP S-1900 Bucket Truck (MAPS) | 2HT AF1956CCA19906 | 58,096 |

- B. **Removed from Consent (discussed after approval of Consent Agenda)**
Adopt – Budget Ordinance Amendment – Haven’s Garden Master Plan Phase I
- C. Authorize – Police And Fire Services To Apply For The NFL Football Camp Grant (\$3,000)
- D. **Removed from Consent (discussed after approval of Consent Agenda)**
Approve – Purchase Orders >\$20,000

ADOPT – BUDGET ORDINANCE AMENDMENT –

HAVEN’S GARDEN MASTER PLAN PHASE I (Item B from Consent Agenda)

Councilman Mercer expressed that in November 2012, there was a Master Plan for Haven’s Garden presented to the Parks and Recreation Advisory Committee. The major aspects of that plan were: repair/replace picnic shelters, repair bulkhead, additional pier and completion of the walkway under the Washington Park bridge. It was further recommended that when the shelters were repaired and the playground equipment was relocated, that consideration would be given to relocate the parking lot. Four concepts regarding parking lot relocation were presented in the plan from November 2012.

Councilman Mercer inquired why we need to invest \$6,000 on another plan, if the plan is only 14 months old. If that plan was unacceptable, it should have been sent back to the author and asked to be redone. We can’t prepare another plan, just because someone new is on the Recreation Advisory Committee and doesn’t like the current plan. We need to look at the current plan and determine if we can/can’t use it and why/why not.

Mayor Pro tem Roberson explained that the original plan for Haven’s Garden was prepared in 2008 by Susan Suggs. Subsequently, Rivers and Associates updated the plan in 2010. What is the difference in all of the plans and what exactly does the Recreation Advisory Committee want to change in the plan? He suggested that the plan should have been reviewed by the Planning Board as well.

Mayor Hodges noted he understood that the major change would be to relocate the parking lot. Discussion was held regarding the need to redo the current plan.

Councilman Brooks suggested that we need to ask the Recreation Advisory Committee what they want to change in the plan.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council voted to not adopt the budget ordinance amendment to fund the revised Haven’s Garden Master Plan and voted to return the plan to the Parks and Recreation Advisory Committee for further review.

APPROVE – PURCHASE ORDERS >\$20,000 (Item D from Consent Agenda)

Councilman Mercer expressed concern with requisition #14042, \$23,800, to Soloman Corp. to purchase a 1,500 kva transformer for inventory, account 35-90-1400-0000. Previous unit was purchased in 1995 and failed as a result of water infiltration. The transformer has been sitting on the equipment yard since 1995 and has never been used. The indication was that this is an item that we need to have in our inventory. If we have a failure tomorrow what will we do.

Discussion was held regarding replacement time of the transformer if one was purchased from Solomon Corp. vs. borrowing a transformer from a neighboring city.

Brian Alligood, City Manager explained that the concern is this item is a backup for 25-30 industrial clients and we would try to replace this as quickly as we could. The time frame for replacement would be shortened if we had the transformer on our equipment yard.

Councilman Brooks noted that it was a good thing that we had the piece of equipment and didn't need it and feels we should replace it.

Mayor Pro tem Roberson commented on preventative maintenance. Mr. Hardt explained there is no required preventative maintenance on transformers in storage. Mayor Pro tem Roberson requested Mr. Hardt to email him the maintenance procedures for transformers in storage.

Councilman Pitt inquired when the last time a unit like this was used and Mr. Hardt explained he did not recall.

Councilman Beeman inquired if this transformer was for a particular "zone". Mr. Hardt explained that this is for industrial customers that could be used as a spare for many different size transformers.

A motion was made by Councilman Mercer to deny the request to purchase the transformer. Motion died for lack of a second.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council approved the purchase order in the amount of \$23,800 to Soloman Corp. to purchase a 1,500 kva transformer for inventory, account 35-90-1400-0000. Councilman Mercer opposed and the motion passed 4-1.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the following purchase orders >\$20,000.

Requisition #13979, \$34,941.31, to Edwards Machine & Welding to manufacture a steel frame platform for the generator at the Fountain Power Boat sewer pump station, account 32-90-8230-7400. Informal bids were requested for this work and two written submittals were received, Edwards Machine of Chocowinity (\$34,941.31) and Quality Welding & Fabrication of Washington (\$38,975). The Fountain Lift Station upgrade project should come in well under the \$90,000 amount budgeted.

Requisition #14020, \$87,850, to McGowan Painting Contractors for painting the interior of the Water Treatment Plant, bid tabulation is attached, account 30-90-8100-7000.

COMMENTS FROM THE PUBLIC:

Karen Tripp addressed dogs on the waterfront and expressed concern with rules not being followed. She suggested that the signs listing the prohibited activity on the waterfront need to be adjusted to allow greater visibility.

Mayor Pro tem Roberson inquired about the rules regarding dogs on the waterfront. City Manager, Brian Alligood explained that dogs are allowed on the waterfront and owners are required to clean up after them. Dogs are not allowed on the boardwalk. The Police Department has been issuing warning tickets for those individuals not following the rules.

PUBLIC HEARING ON ZONING: (none) 6:00 PM**PUBLIC HEARING – OTHER: (none)****SCHEDULED PUBLIC APPEARANCES:**

KATHY FARRANCE – DOGS ON WATERFRONT (Ms. Farrance withdrew her request.)

EARL THOMPSON – TRAFFIC CONCERNS – 16TH AND RESPESS STREET

Mr. Earl Thompson addressed Council and expressed concerns with the traffic at 16th and Respass Street. He noted that traffic is cutting through this neighborhood to avoid the 15th and Market Street intersection. He further advised that he was unaware that the speed limit in this neighborhood was 35mph. Mr. Thompson is requesting the installation of a stop sign at 16th and Respass Street. Mr. Thompson noted that the majority of the traffic comes from the airport area and turns off of Market Street onto Oak Drive in order to bypass the intersection.

According to a report from the Police Department, there were approximately 2200 cars going through this neighborhood in seven days. Council members discussed possible solutions with Mr. Thompson, such as the installation of “speed humps”, stop signs, lowering the speed limit and discussing with NCDOT about reconfiguring the intersection. City Manager, Brian Alligood explained that he has already had meetings with NCDOT to discuss the possible reconfiguration of the 15th & Market Street intersection and he will follow up with them on this project. He will provide an update to Council for the April 14th meeting.

Dot Moate noted that the timing of the stoplights needs to be addressed as well.

AL POWELL – PAL SUMMER PROJECTS (rescheduled until April)**REVEREND DAVID MOORE** – KEYSLANDING

Rev. David Moore explained he is trying to get started with building the houses on Keysville Road (Keyslanding). He further explained that he met with John Rodman and Bobby Roberson and has hopefully worked out a plan for this project. Rev. Moore noted that for some reason, when he applied for and received the CDBG grant for this project, the underground electrical, water or sewer were not included. He continued by saying that typically this infrastructure is included. He is ready to pull permits and begin construction. Rev. Moore expressed that the actual amount of the lot clearing is \$1775 not \$5000. The boundary survey did not include the “markings” for the actual settings of the houses, thus the reason for the \$2000

for additional surveying. Rev. Moore said he can guarantee to have these houses built and sold before July 1st.

Mayor Pro tem Roberson explained that whenever we do residential development, we need to include electrical in the overall cost. Typically, this has been included on prior grants, but it was not included on the Keyslanding project. Brian Allgood asked for clarification from Mayor Pro tem Roberson, noting that this should've been included in the original CDBG project. Mayor Pro tem Roberson stated that the original document did not include electrical, but included other items such as water/sewer, street improvements and sidewalks, but nothing for electrical. Mayor Pro tem Roberson continued by stating, typically, what we've done in the past, is include water and sewer as part of the construction component, but that wasn't done this time, we've waived electric, water and sewer on grants before.

Councilman Mercer asked Rev. Moore if he prepared the grant application and if he didn't then who did. Rev. Moore stated he didn't complete the application, he wanted to, but was not allowed, he believes Holland Consulting Planners prepared the grant application. Mayor Pro tem Roberson confirmed that HCP prepared the grant application.

Councilman Pitt said we need to move forward with finalizing this project. Mr. Allgood asked Council to direct staff with the amount of additional funds they would like to appropriate to this project and staff would move forward.

Councilman Mercer suggested continuing this until next month to gain clarity on the number of funds needed to move forward. Councilman Brooks inquired about the total funds needed.

Additional Investment to Complete Project:

| | Total \$ | \$/unit | Feet | Notes |
|-------------------------------|-------------------|---------|------------|-------------------------------------|
| Electric | | | | |
| Underground serv. | 1,800.00 | 500 | | |
| UG prim/second svc. | 2,987.50 | 4.75 | \$25 | |
| Temporary service | N/A | | | |
| Area/street lighting | N/A | | | |
| Water | | | | |
| Impact fees | 1,668.00 | 332 | 3/4" meter | |
| Tap fee | 4,008.00 | 800 | 3/4" tap | |
| Meter | N/A | | | |
| Fire Hydrant | N/A | | | |
| Sewer | | | | |
| Impact fees | 2,940.00 | 588 | 3/4" meter | |
| Tap fee | 5,008.00 | 1,000 | 4" tap | |
| Storm Water | | | | |
| Permit | N/A | | | |
| Planning | | | | |
| Final Devl. Approval | 100.00 | | | |
| Inspections | | | | |
| Building permits | | | | |
| Inspections | | | | |
| Surveying | | | | |
| | 2,000.00 | | | |
| Lot Clearing (additional) | 5,000.00 | \$1775 | | |
| Side Walk | N/A | | | |
| Play Ground | N/A | | | |
| Paving | 80,000.00 | | | |
| Total Add'l Investment | 106,187.50 | | | Total Requested: \$22,962.50 |

Mr. Allgood explained that if two houses are not completed and sold to LMI(Low to Moderate Income) clients by July 1, 2014, then the City has to pay \$75,000. The City receives a \$50,000 credit for each home built and occupied(LMI) prior to July 1st.

A motion was made by Councilman Brooks to give Rev. Moore \$22,963 to finish Phase I of Keyslanding. Funding as follows: Electric {Underground \$2500, UG Prim/Second Serv.\$2987.50}, Water {Impact Fees \$1660, Tap Fees \$4000}, Sewer {Impact Fees \$2940, Tap Fees \$5000}, Planning {Final Plat Approval \$100}, Surveying \$2000, Lot Clearing (additional) \$1775.

Discussion was held regarding CDBG funding. Rev. Moore explained that the City and Metropolitan are in partnership with the CDBG grant. The grant funding has been invested in the Keyslanding Subdivision and he needs \$22,962.50 to move forward and build the houses so we can finish the contract/grant.

Motion restated: A motion was made by Councilman Brooks to give Rev. Moore \$22,963 to finish Phase I of Keyslanding. Funding as follows: Electric{Underground \$2500, UG Prim/Second Serv.\$2987.50}, Water {Impact Fees \$1660, Tap Fees \$4000}, Sewer {Impact Fees \$2940, Tap Fees \$5000}, Planning {Final Plat Approval \$100}, Surveying \$2000, Lot Clearing (additional) \$1775.

Councilman Pitt seconded the motion. Voting for the motion: Brooks, Pitt and Roberson; against: Mercer and Beeman. Motion carried 3-2.

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – FESTIVAL PARK – ESTABLISHED PARTNER’S LIST (RUTH’S HOUSE)
(begin memo) Ruth’s House has requested permission to be added to the Festival Park Established Partner’s list. A partner sponsored event is defined as an event sponsored by a Washington based non-profit that brings measurable economic and/or community impact to the City of Washington. As a partner, the specific non-profit does not pay the refundable deposit and ONLY Festival Park fees are offered at a reduced rate.

Ruth’s House is a 501(c) 3 non-profit organization. Their mission is to provide shelter, counseling, court advocacy and support services for victims of domestic violence. In addition, they reach out to the community to increase awareness and provide information pertaining to domestic violence.

This request was presented to the Recreation Advisory Committee on Monday, February 17. The Recreation Advisory Committee *supported* this recommendation, as long as Ruth’s House provided a copy of their 501(c)3 status.

Current Established Partners:

BC Arts Council
Beaufort County Child Connections
ECU Pirate Club
EC Wildlife Guild
NC Estuarium

Washington Beaufort County Chamber of Commerce
Washington Harbor District Alliance
Washington Noon Rotary
Washington Tourism Development Authority

MEMO – BELLE OF WASHINGTON DOCKAGE

(begin memo)The Little Washington Sailing School is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement. During the 2013 Little Washington Sailing School season, communications between the Parks and Recreation Department at its Waterfront Docks Division and the School continued to be good.

The School kept the Waterfront Docks informed of activities and special requests far in advance which helped with scheduling and general knowledge of the activities of the School. Information request by the Waterfront Docks was quickly and thoroughly provided.

The new docking agreement will be for the period of April 1, 2014 – March 31, 2015. (end)

MEMO – LITTLE WASHINGTON SAILING SCHOOL DOCKAGE

(begin memo) The Belle of Washington is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement.

Communications about activities aboard the Belle continues to improve every year. Tammy Swanner personally manages the notifications and the Waterfront Docks receives reminders from the Captain when cruises are scheduled. This notification is very beneficial to city staff and event planners alike.

Each year The Belle of Washington’s activities around the park are better managed than the year before, with fewer instances of conflicts with park policies. Pump outs at Dock “A” were scheduled and managed well with few, if any, conflicts or interruptions to daily operations of the Waterfront Docks or the Belle of Washington.

The new docking agreement will cover the period of March 27, 2014 - March 26, 2015. (end)

MEMO – BUDGET REVIEW MEETINGS

(begin memo) Council budget workshops are scheduled to be conducted in the Council Chambers on April 21, 22, 23, and 24 at 5:30 p.m. A complete budget schedule is attached. The Manager’s proposed budget will be presented to Council April 7th. Please submit budget questions and/or clarifications to the Manager on or before April 14th and they will be addressed during the workshops.(end)

REPORT – JANUARY LOAD MANAGEMENT

Load Management Device Installation Report

Project Start Date : October 2010

| | January 2014 | Project to Date |
|---|--------------|-----------------|
| Total Load Management Device Installations | 81 | 2,521 |
| Total Accounts Added with Load Management | 53 | 1,836 |
| Appliance Control Installations | | |
| Air Conditioner / Heat Pump | 64 | 1,891 |
| Auxiliary Heat Strip | 37 | 980 |
| Electric Furnace | 4 | 266 |
| Water Heater | 45 | 1,494 |
| Total Encumbrances to Date | | |
| Load Management Devices | | \$130,600 |
| Contractor Installations | \$15,000 | \$265,000 |
| Total Project Encumbrances | | \$395,600 |
| Total Expenses to Date | | |
| Load Management Device Purchases | | \$130,600 |
| Contractor Installation Expenses | \$8,150 | \$252,145 |
| Total Project Expenses | | \$382,745 |
| Average Cost per Load Management Device Installed | | \$152 |
| Average Installed Cost per Controlled Appliance | | \$83 |
| Load Management Devices Remaining in Stock | 979 | |

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:
HUMAN RELATIONS COUNCIL (approved as presented)

APPOINTMENTS:

APPOINTMENTS – ELECTRIC UTILITIES ADVISORY BOARD

Councilman Mercer noted that the Electric Utilities Advisory Board has not had a quorum for the last three meetings. Mr. Gaynor, Mr. Brodie and Mr. Smith have been at all of the meetings. The other members have not attended. He continued by stating it’s time for Council to follow the procedure of removing members from that board if they have three unexcused absences. Of the members that have not been attending, one is an At-Large member, one is from the Town of Bath and one is a City resident. Councilman Mercer suggested that Council appoint Stewart Rumley to fill the At-Large position of Jeremiah Jackson, term to expire June 30, 2016. Reid Brodie, WEUAB Chairman will forward a letter to those board members affected by unexcused absences.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council appointed Stewart Rumley to fill the At-Large position of Jeremiah Jackson on the Washington Electric Utilities Advisory Board, term to expire June 30, 2016.

OLD BUSINESS:**ADOPT – PARKS AND RECREATION COMPREHENSIVE MASTER PLAN ~ RIVERS & ASSOCIATES, INC.**

(summary) On May 20, 2013, the City adopted the Grant Project Ordinance for the Community Transformation Grant (CTG) to complete a Parks & Recreation Comprehensive Master Plan for the City of Washington Parks and Recreation Department with the firm Rivers & Associates, Inc. The CTG grant was for \$45,000 and the City contributed \$5,000. Rivers and Associates, Inc. presented the proposed Parks & Recreation Comprehensive Master Plan to the Washington Recreation Advisory Committee on January 21, 2014 and to City Council on February 10, 2014.

Councilman Mercer explained that he had requested this item to be continued from February to allow Council more time to review the document and reviewed some concerns he has with the plan. Mayor Pro tem Roberson acknowledged the need for tennis courts in Washington.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the Parks & Recreation Comprehensive Master Plan.

NEW BUSINESS:**ADOPT – RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN**

City Manager, Brian Alligood reviewed the request with Council. In 1997, the North Carolina Department of Environment and Natural Resources (NCDENR), Division of Water Resources (DWR) began requiring public water suppliers to develop and submit for approval a Local Water Supply Plan (L WSP). Initially, this plan was to be revised every five years. In 2008, in response to the severe drought experienced by much of North Carolina, DWR began requiring annual updates to the plans. In 2012, they began requiring this plan to be approved by the local governing boards every five years. This is per NCGS 143-355 (1). Each year, these plan updates are due by April 1 of the following reporting year. So, for this 2012 plan, the due date for submittal was April 1, 2013. Staff submitted the plan on March 14, 2013 and finally received approval on November 19, 2013, after requests for additional information. For your information, the 2013 plan updates have already been submitted and are waiting DWR approval at this time. The resolution signifies your approval of this plan per the above referenced NCGS.

Councilman Mercer reviewed some areas of concerns he had with the document and Allen Lewis, Public Works Director clarified those concerns.

By motion of Councilman Mercer, seconded by Councilman Beeman, Council adopted the resolution approving the City's Local Water Supply Plan as approved by the Division of Water Resources.

(copy attached)

ADOPT – RESOLUTION SUPPORTING PARTICIPATION IN A JOINT LAND USE STUDY (JLUS) PROGRAM FOR SEYMOUR JOHNSON AIR FORCE BASE (SJAFB)

City Manager, Brian Alligood explained that the Department of Defense Office of Economic Adjustment (OEA) has identified the State of North Carolina Department of Commerce as the sponsor of the Seymour Johnson Air Force Base (SJAFB) Joint Land Use Study (JLUS). The JLUS

is part of a program to develop strategies to support long term sustainability and operations of military missions and to address incompatible civilian development that may impair the operational utility of military missions or available resources related to such missions. The City of Washington is within the operational footprint of the SJAFB JLUS and the City has been asked to participate in the JLUS as member of the Joint Land Use Study Policy Committee (Executive) and Joint Land Use Study Technical Advisory Committee (Technical Professional). Participating local governments include the cities of Washington and Goldsboro and the counties of Beaufort, Bertie, Dare, Hyde, Tyrell, Washington and Wayne. The NC Department of Commerce has asked that the City Council approve a resolution supporting the City's participation in the JLUS.

Mr. Alligood expressed that staff will serve on the technical advisory board and an elected official needs to be appointed to serve on the policy advisory board. Councilman Pitt volunteered to serve on the policy advisory board.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the resolution supporting the City's participation in a joint land use study for Seymour Johnson Air Force Base.

(copy attached)

By motion of Councilman Mercer, seconded by Councilman Brooks, Council appointed Councilman Pitt to serve on the policy advisory board.

ANY OTHER ITEMS FROM CITY MANAGER: None

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:
None

CLOSED SESSION – UNDER NCGS § 143-318.11 (A)(1) CONFIDENTIAL INFORMATION, (A)(3) ATTORNEY/CLIENT PRIVILEGE, AND (A)(6) PERSONNEL

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into Closed Session at 6:45pm under NCGS 143-318.11 (A)(3) Attorney/Client Privilege, (A)(4)Economic Development and (A)(6) Personnel.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council agreed to come out of closed session at 8:05pm.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 8:05pm until Monday, March 17, 2014 at 5:30pm in the Council Chambers located at the Municipal Building.

(subject to approval of City Council)

**Cynthia S. Bennett, CMC
City Clerk**

The Washington City Council met in a continued session on Monday, March 17, 2014 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Allen Lewis, Public Works Director; David Carraway, IT Department and Mike Voss, Washington Daily News.

Mayor Hodges called the meeting to order and Councilman Mercer delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA:

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the agenda as presented.

**PUBLIC HEARING: TO RECEIVE INFORMATION AND PUBLIC COMMENT
CONCERNING 2013 COMMUNITY DEVELOPMENT BLOCK GRANT-
INFRASTRUCTURE PROGRAM AS ADMINISTERED BY THE NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES' DIVISION OF
WATER INFRASTRUCTURE**

Mayor Hodges opened the public hearing.

City Manager, Brian Alligood explained that in 2013, North Carolina General Assembly allocated \$26 million in federal Community Development Block Grant funds to the Infrastructure program, and transferred the funds to the North Carolina Department of Environment and Natural Resources' Division of Water Infrastructure to administer. The purpose of these funds is to construct public water and sewer infrastructure to mitigate public and environmental health problems in areas where the percentage of low to moderate income persons is at least 51 percent.

Mr. Alligood expressed that at the next Council meeting, staff will present more detail regarding the project. Staff believes there are two drainage basins that qualify under this program.

There being no comments from the public, Mayor Hodges closed the public hearing.

**NC DENR COMMUNITY DEVELOPMENT BLOCK GRANT-INFRASTRUCTURE
PROGRAM BACKGROUND AND GENERAL PROGRAM INFORMATION**
Program Statement: In 2013, the North Carolina General Assembly allocated \$26 million in federal Community Development Block Grant funds to the Infrastructure program, and transferred the funds to the North Carolina Department of Environment and Natural Resources' Division of Water Infrastructure to administer. The purpose of these funds is to construct public water and sewer infrastructure to mitigate public and environmental health problems in areas where the percentage of low to moderate income persons is at least 51 percent.

2013 Funds Grant Application intake:

| | Due Date | Award Date | Amount Available |
|----------------|----------------------|----------------------|-------------------------|
| Round 1 | April 1, 2014 | May 12, 2014 | \$10,000,000 |
| Round 2 | May 1, 2014 | July 17, 2014 | \$15,000,000 |

Maximum Award: The maximum award is three million dollars over a three year period.

Eligible Applicants: Only Units of General Local Government (excludes water/sewer districts, other single purpose governmental units) are eligible to apply.

Match Requirement: This program cannot fund house connections to either water or sewer lines. Therefore, the only match required is for projects that extend water or sewer lines to serve homes where there are contaminated or dry wells, or failing septic systems.

Types of Projects: This program can cover construction and administrative costs related to the construction or rehabilitation of water or sewer infrastructure to benefit low to moderate income residents.

The types of projects that can be funded include:

- Water and wastewater projects that mitigate situations that have caused regulatory action such as Special Orders by Consent, Notices of Violation, and Administrative Orders.

WATER:

- Projects that resolve water loss in water distribution systems.
- Projects that extend public water service to areas with contaminated wells.
- Projects that resolve issues with trihalomethanes and haloacetic acids in public water systems.
- Projects that extend water service to areas with dry wells.
- Projects that assist with low water pressure in public water systems.
- Projects that regionalize two or more water systems.
- Projects that provide a water supply in times of drought, as defined by the DENR Division of Water Resources.
- Projects that provide a secondary water supply as required by regulation.
- Projects that rehabilitate or replace a water treatment plant.
- Projects that construct a new water treatment plant to serve an area with contaminated or failed wells.

-

WASTEWATER:

- Projects that resolve inflow and infiltration to collection systems and surcharges from pump stations and manholes.
- Projects that extend public sewer to areas with failed septic systems.
- Projects that rehabilitate a wastewater treatment plant to allow for greater efficiency/compliance with regulation.

Grant Award Criteria: Grants will be awarded on a competitive basis using the following criteria:

- Economic Need
 - Exceedance of the threshold criteria of 51% LMI
 - Poverty Rate
 - Water and /or Sewer bill as a percentage of median household income (MHI)
- Severity of Need
 - Regulatory Relief
 - Critical Water or Wastewater Need
- System Management
 - Operating Ratio
 - Planning Documents
 - Regionalization

ADJOURN – UNTIL MONDAY, MARCH 24, 2014

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adjourned the meeting at 5:45pm until Monday, March 24, 2014 at 5:30 p.m. in the Council Chambers at the Municipal Building.

(subject to approval of the City Council)

**s/Cynthia S. Bennett, CMC
City Clerk**

The Washington City Council met in a continued session on Monday, March 24, 2014 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Stacy Drakeford, Police & Fire Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Keith Hardt, Electric Utilities Director; John Rodman, Community/Cultural Resources Director; Susan Hodges, Human Resources Director; Gloria Moore, Library Director; Lynn Wingate, Tourism Director; David Carraway, IT Department and Mike Voss, Washington Daily News.

Mayor Hodges called the meeting to order. Councilman Pitt delivered the invocation.

Councilman Pitt requested a moment of silence in honor of Glen Cushing, who passed away last week. Mr. Cushing was a former City Treatment Plant Operation Supervisor from 5-11-1981 until 2-28-2013.

APPROVAL/AMENDMENTS TO AGENDA:

City Manager, Brian Alligood requested the following amendments to the agenda:

- Add: Discussion - idX Purchase Agreement
- Add: Approve - Second Amendment to the Purchase Agreement Extension (extending due diligence period by one month)

Mayor Hodges noted the amendments will be considered following item two of the agenda.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the agenda as amended.

MEMO: JULY 4, 2014 FESTIVITIES

(Begin memo) In March of 2012, City Council authorized the City Manager to sign the Release, Hold Harmless and Indemnification Agreement with Bridge Harbor, LLC. City Council also authorized the City Manager to sign the Agreement with East Coast Pyrotechnics, Inc. The Manager was authorized to sign these agreements for future years as long as the release or agreement did not change.

The Release, Hold Harmless and Indemnification Agreement from the City to Bridge Harbor, LLC for the use of Bridge Harbor, LLC's property during the July 4, 2014 has been executed. The Agreement with East Coast Pyrotechnics has also been executed.

The City will again, partner with Lee Chevrolet and the Washington Harbor District Alliance for the July 4th festivities. (end memo) Memo accepted as presented.

DISCUSSION: GRANT UPDATES

Councilman Mercer inquired if the first grant on the list (CDBG Affordable Housing) was from Washington Housing, Inc. and Mr. Alligood responded ‘yes’.

DISCUSSION: idX PURCHASE AGREEMENT

City Manager, Brian Alligood summarized the item stating, the City of Washington and idX Impressions, LLC entered into a real estate purchase agreement dated November 25, 2013 for the purchase of the real estate and improvements located at 234 Springs Road by idX from the City. As part of that agreement, the City and idX agreed jointly to “execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments, correction instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction which is the subject of this Agreement and to carry out the intent and purposes of this Agreement.” The idX closing attorney, in order to satisfy the requirements of the title insurance company, has requested that the City Council approve the recommendation listed above. This requested action simply restates actions that have already been taken by the City Council, but in a manner that satisfies the title company. There are no changes to previous actions. The City Attorney has reviewed this request and recommends approval.

Mayor Pro tem Roberson commented that the information we have is already in the agreement. Mr. Alligood stated it is the language between a title company and attorney to state specifically what they feel comfortable with (that it meets the intent).

Mayor Pro tem Roberson commented that under the standard Real Estate Rules for North Carolina, the inspection period is like the due diligence period and it appears to him that this request is stating we have a language issue. It appears to him that we are running up a lot of expense for the past six months, just to get the linguistics down so we can sign and sell the property.

Councilman Mercer commented that he is becoming frustrated as well, in light of the fact that at 3:30 this afternoon we get a request for another extension of 35 days for due diligence. We have already granted a 31 day extension period. Now, we are requested to sign an agreement tonight in which we don’t have a sales agreement that is acceptable to both parties.

City Attorney, Franz Holscher agreed that frustration is a good word to use regarding how this has evolved. Council did authorize the City to enter and execute a purchase agreement with idX. The purchase agreement gave idX a 90 day inspection period or due diligence period. When that period expires they have 15 days after that (if they do not terminate the purchase agreement) to conduct closing. Mr. Holscher explained the requirements needed for the title company for the closing documents. Title and survey issues were cited for the extension request for due diligence.

Mayor Pro tem Roberson asked if we can use the standard forms that are provided by the North Carolina Real Estate Commission in future transactions. There has been a joint venture with the North Carolina Legal Profession; the offer to purchase has all this information in it. We

should be using something similar to the standardized form that's used all over North Carolina instead of going outside and creating separate documents that people are not familiar with.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved and authorized the Mayor, City Manager, or other designated representative of the City to enter and execute, the attached Special Warranty Deed as well as the attached Temporary Easement Agreement, subject to further revision of each that is deemed acceptable by the City Manager and City Attorney, and any other document or instrument that is necessary in conjunction with a closing to convey the 234 Springs Road property to idX Corporation, idX Impressions, LLC, 234 Springs Road, LLC, or their respective affiliates consistent with the Real Estate Purchase Agreement previously entered by the City and the approval of a temporary easement previously granted by the City.

**APPROVE: SECOND AMENDMENT TO THE PURCHASE AGREEMENT
EXTENSION**

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved the Second Amendment to Real Estate Purchase Agreement to extend the due diligence period until April 29, 2014.

Councilman Mercer requested no more extensions be granted to idX and members of Council were in agreement.

(copy attached)

SCHEDULED PUBLIC APPEARANCE:

Mr. Paul Meyer, Executive Director, NCLM provided Council with an update regarding the services offered by the North Carolina League of Municipalities.

**PUBLIC HEARING: TAXI CAB CERTIFICATE OF CONVENIENCE AND
NECESSITY – NORFLEET CAB SERVICE**

Mayor Hodges opened the public hearing.

Mr. John Norfleet requested approval for Norfleet Cab Service in order to be a help to the community. Mr. Norfleet explained that we have a lot of sick people in the community and the cab service would be of benefit to them.

Mayor Pro tem Roberson noticed that the office had an address for Grimesland, NC (155 Robin Road). Mr. Norfleet stated his taxi business is in Beaufort County, it is right on the county line and Mayor Hodges verified that it is in Beaufort County. Councilman Pitt inquired as to the hours of operation and Mr. Norfleet responded five days a week and the last fare would be picked up before dark. Mayor Pro tem Roberson inquired if Police & Fire Services Director; Stacy Drakeford had an opportunity to look over the application and Mr. Drakeford responded 'yes' that everything is ok on the application.

There being no comments from the public, Mayor Hodges closed the public hearing.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved a Certificate of Convenience and Necessity to be issued to Mr. John Norfleet with one taxicab for Norfleet Cab Service.

HOLD 2nd PUBLIC HEARING AND ADOPT: A RESOLUTION REQUESTING STATE GRANT ASSISTANCE THROUGH THE CDBG PROGRAM FOR WASTEWATER INFRASTRUCTURE IMPROVEMENTS

Mayor Hodges opened the public hearing.

City Manager, Brian Allgood explained this is the second public hearing on the CDBG 2013 Development Infrastructure Improvement Grant. Mr. Allgood stated as mentioned last week, in 2013, the North Carolina General Assembly allocated \$26 million in federal Community Development Block Grant funds to the Infrastructure program, and transferred the funds to the North Carolina Department of Environment and Natural Resources' Division of Water Infrastructure to administer. The purpose of these funds is to construct public water and sewer infrastructure to mitigate public and environmental health problems in areas where the percentage of low to moderate income persons is at least 51 percent.

The purpose of this public hearing is to explain the City's proposed CDBG Infrastructure Grant application and to receive public comment from citizens regarding the proposed application and project. The proposed project includes approximately 5,200 LF of existing sewer main rehabilitation, point repairs and manhole lining within Basins 11 (in and around 13th & Bridge) and Basins 17 (in and around Pennsylvania and Havens). The low-to-moderate percentage of areas when the work will take place will be somewhere between 81-84%. The reason we do not know the exact number is because we're still waiting for the grant administrators to let us know whether we need to include vacant lots or not. Also, we are proposing to use \$50,000 in sewer fund balance to augment the grant funds. No match is required but we will get credit or "points" for any City funds we propose to use for the project. The City is requesting approximately \$1.101 million in CDBG funds (95.7% of total project costs).

There being no comments from the public, Mayor Hodges closed the public hearing.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a resolution requesting State grant assistance through the CDBG Program for wastewater infrastructure improvements.

RESOLUTION REQUESTING STATE GRANT ASSISTANCE THROUGH THE CDBG PROGRAM FOR WASTEWATER INFRASTRUCTURE IMPROVEMENTS

WHEREAS, Title 1 of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environment & Natural Resources (NCDENR) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of

the state grant monies received from the U.S. HUD CDBG program Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The City of Washington has need for and intends to construct a (state whether a wastewater treatment works, wastewater collection system, drinking water treatment works, and/or drinking water distribution system) project described as (give brief description of project), and

WHEREAS, The City of Washington intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOVED, BY THE CITY COUNCIL OF THE CITY OF WASHINGTON: That the City of Washington, the Applicant, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Mr. Mac Hodges, Mayor, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the construction of the project describe above.

That the Authorized Official and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulation, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 24th day of March, 2014 at the City of Washington, North Carolina

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/Mac Hodges
Mayor

ADOPT: RESOLUTION APPROVING ADMINISTRATIVE GUIDELINES AND PROGRAM POLICIES FOR THE CITY'S FY13 CDBG INFRASTRUCTURE GRANT PROGRAM

City Manager, Brian Alligood explained the purpose of this action is to adopt the necessary administrative guidelines and program policies in order to implement the FY 13 CDBG – Infrastructure Grant Program.

The City of Washington would like to carry out its FY 13 CDBG – Infrastructure Grant Program in accordance with the established state and federal administrative guidelines.

Mayor Pro tem Roberson discussed the Language Access Plan.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a resolution approving the Administrative Guidelines and Program Policies for the City of Washington's FY 13 CDBG - Infrastructure Grant Program and authorized the Mayor to sign documents on behalf of the City.

**CITY OF WASHINGTON
RESOLUTION APPROVING ADMINISTRATIVE GUIDELINES AND POLICIES
FOR THE FY 2013 CDBG INFRASTRUCTURE GRANT PROGRAM**

WHEREAS, the City of Washington wishes to carry out its FY 2013 CDBG – Infrastructure Grant Program in accordance with established state and federal guidelines;

Now, Therefore Be It Resolved that the Washington City Council hereby collectively adopts the following resolutions, guidelines, plans and policies, and resolves that they be utilized during the administration of the City's FY 2013 CDBG – Infrastructure Grant Program:

1. Citizen Participation Plan
2. Community Development Plan
3. Equal Opportunity and Procurement Plan
4. Section 519- Use of Excessive Force Plan
5. Fair Housing Plan
6. Language Access Plan
7. Section 504 Plan
8. Residential Anti-Displacement & Relocation Plan
9. Section 3 Plan

Adopted this the 24th day of March, 2014 at the City of Washington, North Carolina

ATTEST:

**s/Cynthia S. Bennett, CMC
City Clerk**

**s/Mac Hodges
Mayor**

**CLOSED SESSION: UNDER NCGS § 143-318.11(a)(6) PERSONNEL; NCGS § 143-318.11
(a)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION AND NCGS § 143-318.10(e)
THE PUBLIC RECORDS ACT**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into closed session under NCGS § 143-318.11(a)(6) Personnel; NCGS §143-318.11(a)(1) Disclosure of Confidential Information and NCGS § 143-318.10(e) The Public Records Act at 6:40 pm.

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council agreed to come out of closed session at 7:40 pm.

ADJOURN – UNTIL MONDAY, APRIL 14, 2014

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council adjourned the meeting at 7:45pm until Monday, April 14, 2014 at 5:30 p.m. in the Council Chambers at the Municipal Building.

(subject to approval of the City Council)

**s/Cynthia S. Bennett, CMC
City Clerk**



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Michael Whaley, Purchasing Agent
Date: March 27, 2014
Subject: Declare Surplus/Authorize Electronic Auction of Vehicle through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council declare surplus and authorize the sale of the following vehicles through electronic auction using GovDeals.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to declare surplus the following vehicles and authorize the sale of these vehicles through electronic auction using GovDeals.

| <u>Vehicle Number</u> | <u>Make/Model</u> | <u>Serial Number</u> | <u>Odometer Reading</u> |
|-----------------------|------------------------------|----------------------|-------------------------|
| 462 | 2004 Johnston Street Sweeper | 1FVAB6BV34DM70682 | 84,650 |
| 520 | 2001 John Deere Tractor 4300 | 2V4300H432915 | 5505 hrs |
| 8002 | 1996 T&R Portable Bathroom | 9628779/TRC28779 | N/A |

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: But Concur 4/9/14 Date April 14, 2014 Recommend Denial _____ No Recommendation



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Stacy Drakeford, Director of Police / Fire Services
Date: April 14, 2014
Subject: NFL Football Camp Grant
Applicant Presentation: N/A
Staff Presentation: Stacy Drakeford

RECOMMENDATION:

I move that City Council accept a \$2,500 NFL football camp grant on behalf of Terrance Copper and adopt the budget ordinance amendment.

BACKGROUND AND FINDINGS:

This grant will fund a youth unisex football camp scheduled June 21 & 22. Terrance Copper, a Washington native and NFL player, is directing the camp along with four other NFL players. This is another initiative of the Washington Police Department to foster better relations with the community's youth. There is no local match.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: but Concur _____ Recommend Denial _____ No Recommendation
4/14/14 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-14**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That account number 10-10-4310-3303, Supplies – Football Grant, Police Department portion of the General Fund appropriations budget be increased in the amount of \$2,500 to provide funds for a summer football camp.

Section 2. That the Estimated Revenues in the General Fund be increased in the amount of \$2,500 in the account Miscellaneous Revenue, account number 10-00-3839-8900.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of April, 2014.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: April 14, 2014
Subject: Keys Landing Fee Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment for utility impact and other fees associated with the Keys Landing Subdivision development.

BACKGROUND AND FINDINGS:

Budget ordinance amendment to provide for utility impact fees, electric underground service, lot clearing and lot survey as per March 10, 2014 Council action.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted X Requires additional appropriation ___ No Fiscal Impact in FY

SUPPORTING DOCUMENTS

Budget Ordinance Amendment
Additional Cost Schedule

City Attorney Review: ___ Date By: ___ (if applicable)
Finance Dept Review: ___ Date By: ___ (if applicable)
City Manager Review: Conc Concur ___ Recommend Denial ___ No Recommendation
4/9/14 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That the General Fund appropriations budget be increased in the following accounts and amount:

| | | |
|-----------------|-------------------------------------|--------------|
| 10-10-4910-0400 | Professional Services | \$ 3,775 |
| 10-00-4440-3000 | Transfer to Water Fund | 1,660 |
| 10-00-4400-3100 | Transfer to Water Capital Res. Fund | 4,000 |
| 10-00-4400-3200 | Transfer to Sewer Fund | 2,940 |
| 10-00-4400-3300 | Transfer to Sewer Cap. Reserve Fund | 5,000 |
| 10-00-4400-3500 | Transfer to Electric Fund | <u>5,488</u> |
| | Total | \$ 22,863 |

Section 2. That the General Fund revenue budget be increased in the following fund accounts and amount:

| | | |
|-----------------|---------------------------|-----------|
| 10-00-3991-9910 | Fund Balance Appropriated | \$ 22,863 |
|-----------------|---------------------------|-----------|

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

Keys Landing Fees & Other Cost:

| | Total \$ | \$/unit | Feet | Notes |
|----------------------------------|------------------|---------|------|------------|
| Electric | | | | |
| Underground serv. | 2,500.00 | 500 | | |
| UG prim/second svc. | 2,987.50 | 4.78 | 125 | |
| Temporary service | N/A | | | |
| Area/street lighting | N/A | | | |
| Water | | | | |
| Impact fees | 1,660.00 | 332 | | 3/4" meter |
| Tap fee | 4,000.00 | 800 | | 3/4" tap |
| Meter | N/A | | | |
| Fire Hydrant | N/A | | | |
| Sewer | | | | |
| Impact fees | 2,940.00 | 588 | | 3/4" meter |
| Tap fee | 5,000.00 | 1,000 | | 4" tap |
| Surveying | 2,000.00 | | | |
| Lot Clearing (additional) | <u>1,775.00</u> | | | |
| Total | 22,862.50 | | | |



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director
Date: April 14, 2014
Subject: Airport Fuel Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment for additional purchases of fuel for sale at Warren Field Airport.

BACKGROUND AND FINDINGS:

Sales and purchases will exceed the budget and an amendment is necessary to provide additional appropriation for purchases this fiscal year. The sales and purchase amendment amounts are equal and the sales will actually come in higher than budget as a result of the operating margin.

PREVIOUS LEGISLATIVE ACTION

FY 13-14 Budget adoption & amendments

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: ALW Concur _____ Recommend Denial _____ No Recommendation
4/14/14 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That the Airport Fund appropriations budget be increased in the following fund account and amount:

| | | |
|-----------------|----------------|-----------|
| 37-90-4530-3101 | Fuel Purchases | \$ 47,000 |
|-----------------|----------------|-----------|

Section 2. That the Airport Fund revenue budget be increased in the following fund account and amount:

| | | |
|-----------------|------------|-----------|
| 37-90-3453-0000 | Fuel Sales | \$ 47,000 |
|-----------------|------------|-----------|

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of April, 2014.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: April 3, 2014
Subject: Public Hearing: Adopt resolution to consider zoning for 6.95 acres of vacant property located on Old Bath Hwy
Applicant Presentation: John Rodman, Community & Cultural Services
Staff Presentation: Glen Moore, Planning & Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and adopt the resolution to approve the zoning of the Montessori School property located at 2330 Old Bath Hwy containing 6.95 acres to O&I (Office & Institutional).

BACKGROUND AND FINDINGS:

A request has been made by the Planning Department to zone the recently annexed Montessori School property consisting of 6.95 acres located on Old Bath Hwy. The property is outside the City's ETJ and currently is not zoned and the request is to zone the property to O&I (Office & Institutional). The Planning Board voted unanimously to recommend to City Council to approve the zoning.

PREVIOUS LEGISLATIVE ACTION

City Council – Annexation – January 2014
Planning Board – Zoning Recommendation – March 2014

FISCAL IMPACT

___ Currently Budgeted (Account _____) ___ Requires additional appropriation
X No Fiscal Impact

SUPPORTING DOCUMENTS

Zoning Request Application
Planning Board Report
Zoning Map
Resolution

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 4/9/14 Date Concur but Recommend Denial ___ No
 Recommendation _____
 April 14, 2014
 Resolution 51

City of Washington
Department of Planning and Development
Zoning Request Application
Page 1: Ownership, Property and Zoning Request Information

Date: *January 14, 2014*

Fee: *N/A*

OWNERSHIP INFORMATION

Applicant Name: *City of Washington*

Address: *102 East 2nd Street Washington, NC 27889*

Phone No.: *252-975-9384*

Applicant's Legal Interest in the Property: *None*

Owner: *Washington Montessori Inc.*

Address: *2330 Old Bath Hwy Washington, NC 27889*

Phone No.:

Date Property Acquired: *2013*

Deed Reference: *1812/169*

PROPERTY INFORMATION

Tax Map: *15027988*

Parcel Number: *6605-07-7552*

Area (square feet or acres): *6.95 acres*

Current Land Use: *Vacant*

Location of Property: *Between Hwy 264 E and Old Bath Hwy*

ZONING REQUEST INFORMATION

Existing Zone: *Unzoned*

Requested Zone: *O&I*

Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare.

The City of Washington has recently annexed the subject property. The property is located outside the ETJ and has no zoning. Zoning the property O&I will be consistent with the adjacent property.

Continue to Page 2 of the Rezoning Request Application

City of Washington
Department of Planning and Development
Zoning Request Application
 Page 2: Property Owners Within 100 Feet

List the adjoining property owners within 100 feet of the property in question. (Note: Where the property is bound by a street, alley, stream, or similar boundary, the land owner across such a boundary shall also be considered an adjoining land owner.)

TO FIND LISTINGS OF ADJOINING PROPERTY OWNERS, FOLLOW THESE STEPS:

1. Locate the subject property on the map in the City Planning Office and write down the entire parcel number. Be sure to write down the map number, section number, and individual parcel number, in that order (example: 5675-06-3291).
2. Go to the Beaufort County Land Records Office at 220 N. Market Street, show the attendant the parcel number, and ask the attendant to run off a map of the property that shows the adjacent property for at least 100 feet on all sides. The attendant can look up the owners names, parcel numbers, and addresses for the lots within 100 feet of the subject property, or show you how to find the information on the land records computer.
 Note: In the Beaufort County records, the parcel number is called the "alternate parcel number".
3. Write down the name(s) of the owners of each of the adjacent lots within 100 feet, the parcel number of the lot, and the owner's entire address below. If no address is listed, make a note to that effect.

PLEASE NOTE: ACCURACY IS VERY IMPORTANT BECAUSE IF SOMEONE WITHIN 100 FEET OF THE PROPERTY IN QUESTION FAILS TO GET NOTIFIED, THE REQUEST MAY BE VOIDED EVEN IF THE BOARD VOTES IN YOUR FAVOR.

| <u>NAME</u> | <u>PARCEL NUMBER</u> | <u>ADDRESS</u> |
|-----------------|----------------------|----------------|
| 1. See Attached | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

(USE ADDITIONAL SHEET(S) IF NECESSARY)

Continue to Page 3 of the Rezoning Request Application

WORKSHEET FOR ZONING REQUEST

Applicant: Washington Montessori, Inc.
 Property Location: 2330 Old Bath Hwy
 Parcel ID: 6605-07-7552
 Lot Size: 6.95 acres
 Existing Zoning Designation: None
 Proposed Zoning Designation: O&I (Office & Institutional)
 Meeting Date: March 25, 2014

REASONABLE FINDINGS OF FACT

| | | |
|--|--------------------------------------|--------------------------|
| A. Size of the tract- The overall size of the tract of land proposed for rezoning is reasonable when compared to the size of the zoning district in which the subject property is located. | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| B. Compatibility with a comprehensive plan- The proposed zoning is consistent with any comprehensive plan, area plan or elements thereof. | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| C. Impact- The impact to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community. | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| D. Comparison of uses- The allowed uses within the proposed zoning district are similar or compatible to the surrounding area and zoning district. | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

GRANTING THE REZONING REQUEST

Motion to grant the rezoning request upon finding that the rezoning is reasonable considering one or more of the above findings of fact A-D being found in the affirmative and that the rezoning advances the public interest.

DENYING THE REZONING REQUEST

Motion to deny the rezoning upon finding that the proposed rezoning does not advance the public interest and is unreasonable due to the following:

- A. The size of the tract.
- B. Incompatibility with the comprehensive plan or other adopted plan.
- C. Impact to surrounding community and immediate neighbors
- D. Permitted or special uses are not consistent with surrounding uses.

PLANNING BOARD REPORT – Zoning – Washington Montessori Public Charter School

Per NCGS 160A-387, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the City Council within thirty (30) days of referral of the amendment to the Planning Board, or the City Council may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the City Council bound by the recommendations, if any, of the Planning Board.

Per NCGS 160A-383, the Planning Board shall advise and comment on whether the proposed zoning amendment is consistent with all applicable officially adopted plans, and provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the City Council.

PLANNING BOARD RECOMMENDATIONS

 X **Approval** – the application is consistent with all of the objectives and policies for growth and development contained in the City of Washington Land Use Plan and Comprehensive Plan.

 Approval with conditions – the application is not fully consistent with all the objectives and policies for growth and development of the City of Washington Land Use Plan and Comprehensive Plan, so the following conditions are recommended in order to make it fully consistent:

 Denial – this project or application is not consistent with all the objectives and policies for growth and development of the City of Washington Land Use Plan and Comprehensive Plan.

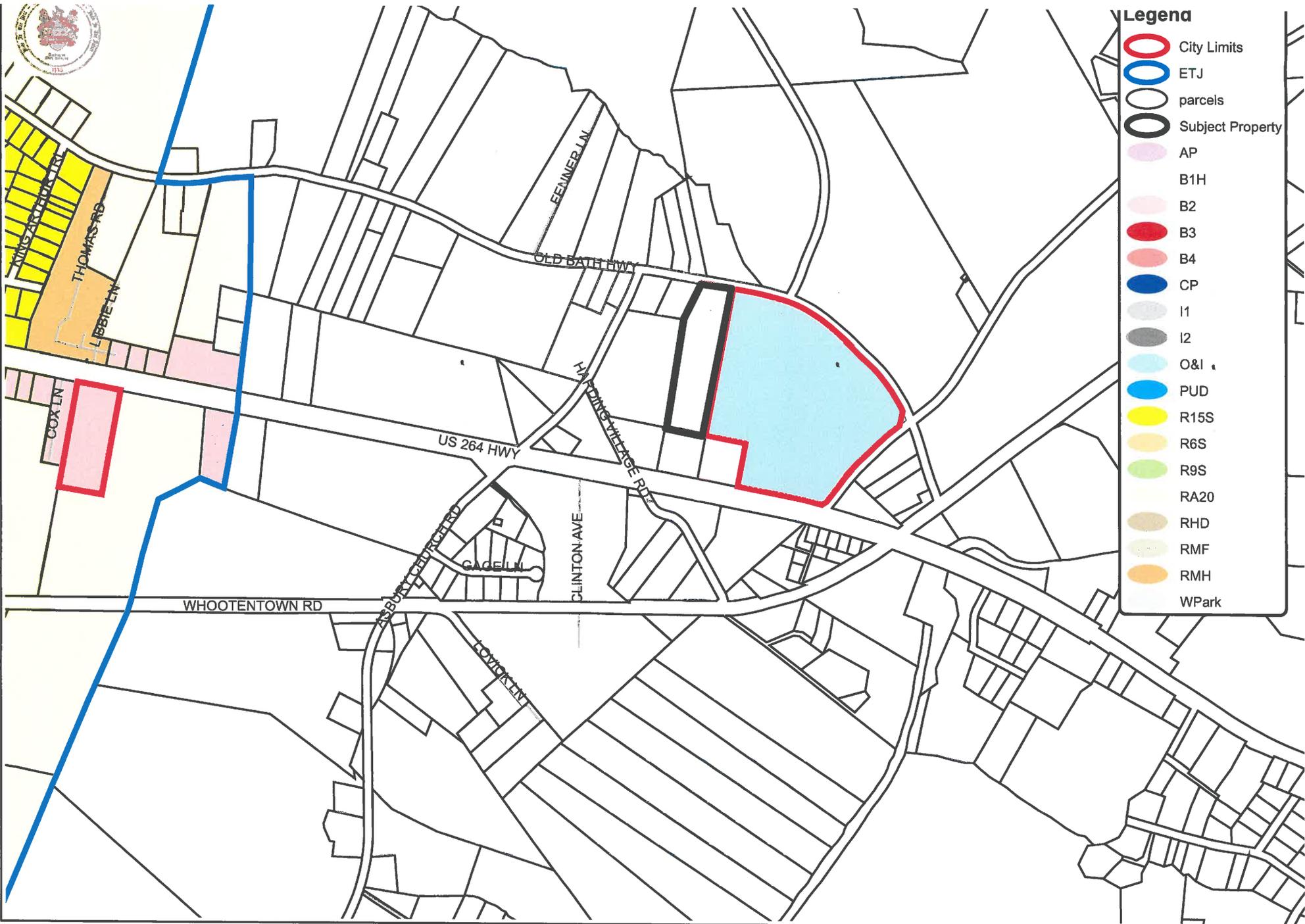
 Continued – the application as presented requires additional information to be determined by the staff in order for the Planning Board to determine if the project is consistent with all the objectives for growth and development contained in the Washington Land Use Plan and Comprehensive Plan.

This report reflects the recommendation of the Planning Board, this the 25th day of March , 2014.

Attest:

Planning Board Chair

Director, Community & Cultural Services

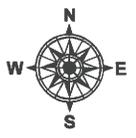


Legend

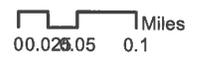
- City Limits
- ETJ
- parcels
- Subject Property
- AP
- B1H
- B2
- B3
- B4
- CP
- I1
- I2
- O&I
- PUD
- R15S
- R6S
- R9S
- RA20
- RHD
- RMF
- RMH
- WPark

City of Washington

April 14, 2014
 Zoning Map
 Page 36 of 154



1 inch = 860 feet





April 7, 2014

Washington City Council
c/o Cynthia Bennett
102 E. 2nd Street
Washington, NC 27889

Dear Mayor and Council Members,

The Washington-Beaufort County Chamber of Commerce is requesting permission from the Washington City Council to host an outdoor reception in which beer and wine will be given away at a ticketed event. Heavy hors' d'oeuvres will be provided as well from a local caterer. The ticketed event will be outside in a tented, roped-off area at Festival Park. This reception will be prior to the North Carolina Symphony on Sunday, June 15th from 5:30 to 7:00pm. The Emerald City Big Band will also be performing for free during this time as well for the public under the gazebo. Tickets will be given in advance to symphony sponsors as a thank you. We will also be selling tickets to others in advance of the reception. The monies raised will be used to pay for the Symphony stage and other expenses needed to put on this free concert for the community. The total number of people at the reception should not exceed 175. Last year this event was held at the Estuarium because there was no pre entertainment. This year because the Emerald City Big Band is playing we would like to have the reception outside. This is how we cover our expenses as we partner to put on this event.

Please know that we take this responsibility seriously and we will work very closely with the city to ensure safety. Please know that we will work with city officials to make sure we follow the proper guidelines and safety precautions. You also have our full cooperation at any time. If you have any questions, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Catherine Glover".

Catherine Glover
Executive Director

Cc: Washington-Beaufort County Chamber of Commerce Board of Directors

Mayor
Mac Hodges

City Manager
Brian M. Alligood



Washington City Council
Richard Brooks
Doug Mercer
Larry Beeman
William Pitt
Bobby Roberson

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 14, 2014
Subject: General Fund Budget Transfer

The Budget Officer transferred the following funding between departments of the General Fund: \$2,500 from Outside Agencies to the Fire Department to replace a failed HVAC compressor at Station 1; \$7,500 from Outside Agencies to the Recreation Administration and Senior Center departments for maintenance and repair to the Peterson Building; \$2,236 from Recreation Administration to the Planning department of the General Fund to reverse the budget transfer done in March for the Havens Garden Phase I master plan.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer requests are attached

Request for Transfer of Funds

Date: 3/10/2014

TO: City Manager or Finance Director
 FROM: Matt Rauschenbach
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|------------|------------|----------------|-----------------------|--------|
| D FROM: | 10-40-6170 | 9106 | WHDA | 2,500 |
| I TO: | 10-10-4340 | 1500 | Building Maint. | 2,500 |

For the purpose of: Additional funds to replace failed HVAC compressor at Station 1.

 Supervisor Matt Rauschenbach
Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.

Guerrino Al...

 City Manager or Finance Director

3/11/14

 Date

Request for Transfer of Funds

Date: 3/27/2014

TO: City Manager or Finance Director
 FROM: Matt Rauschenbach
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|--------|
| FROM: | 10-40-6170 | 9106 | WHDA | 7,500 |
| TO: | 10-40-6120 | 1500 | Maint- building | 2,750 |
| | 10-40-6123 | 1500 | Maint- building | 4,750 |

For the purpose of: Building maintenance Peterson Building

 Supervisor Matt Rauschenbach
Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

Bruce M. Anderson

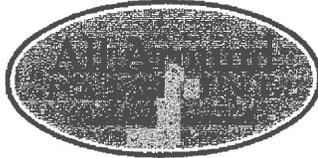
 City Manager or Finance Director

** Request for Intradepartmental Transfer of Funds require Finance Director approval.

3/27/14

 Date

Proposal



709 WILLOW STREET
 WASHINGTON, NC 27889
 PHONE: 252-946-6811
 FAX: 252-833-4417
 E-MAIL: carter.allaroundpainting.edwards@gmail.com

FAX - 975-9376

| | | |
|---|--|------------------------------|
| PROPOSAL SUBMITTED TO <i>City of Washington</i> | PHONE | DATE <i>2-3-14</i> |
| STREET <i>203 Grimes Rd</i> | JOB NAME <i>Peterson Building</i> | |
| CITY, STATE AND ZIP CODE <i>Washington, N.C.</i> | JOB LOCATION <i>Downtown Washington</i> | |
| ARCHITECT <i>attention Mike Whaley</i> | DATE OF PLANS | JOB PHONE <i>Exterior</i> |

We hereby submit specifications and estimates for:

- 1- Pressure wash exterior and clean windows.
- 2- Remove existing ceiling tiles.
- 3- Prime and two coat metal ceiling grid.
- 4- Install new ceiling tiles. (Whos only)
- 5- 2 coat grey metal around large windows.
- 6- 2 coat stairway walls.
- 7- Prep, prime, caulk and 2 coat window and door trim on front and right side of building.
- 8- Prime and 2 coat 6 shutter panels.
- 9- Prime and 2 coat metal handrails
- 10- Prime and 2 coat entry doors.
- 11- Hang 4 new shutters.
- 12- Touch up and clean up.
- 13- Material included
- 14- lift included

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

3200.⁰⁰ Deposit dollars (\$ *9500.⁰⁰*)

Payment to be made as follows:

- 3150.⁰⁰ Middle draw*
- 3150.⁰⁰ when job is complete*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Carter Edwards*

Note: this proposal may be withdrawn by us if not accepted within *60* days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Request for Transfer of Funds

Date: 4/8/2014

TO: City Manager or Finance Director
 FROM: John Rodman
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

| | Department | Account Number | Object Classification | Amount |
|-------|------------|----------------|-----------------------|--------|
| FROM: | 10-40-6120 | 0400 | Prof. Services | 2,236 |
| TO: | 10-10-4910 | 0400 | Prof. Services | 2,236 |

For the purpose of: Reverse the budget transfer from March. Council directed to send the previous Havens Garden master plan back to the Rec. Advisory Board for revision in lieu of a rewrite.

 Supervisor

 Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.


 City Manager or Finance Director

Load Management Device Installation Report

Project Start Date : October 2010

| | February 2014 | Project to Date |
|---|------------------|--------------------|
| Total Load Management Device Installations | 69 | 2,590 |
| Total Accounts Added with Load Management | 41 | 1,877 |
| Appliance Control Installations | | |
| Air Conditioner / Heat Pump | 54 | 1,945 |
| Auxiliary Heat Strip | 18 | 998 |
| Electric Furnace | 4 | 270 |
| Water Heater | 31 | 1,525 |
| Total Encumbrances to Date | | |
| Load Management Devices | | \$ 130,600 |
| Contractor Installations | | \$ 265,000 |
| Total Project Encumbrances | | \$ 395,600 |
| Total Expenses to Date | | |
| Load Management Device Purchases | | \$ 130,600 |
| Contractor Installation Expenses | \$ 5,885 | \$ 258,030 |
| Total Project Expenses | | \$ 388,630 |
| Average Cost per Load Management Device Installed | | \$ 150 |
| Average Installed Cost per Controlled Appliance | | \$ 82 |

Load Management Devices Remaining in Stock 910

Load Management Device Installation Report

Project Start Date : October 2010

| | March 2014 | Project to Date |
|---|---------------|--------------------|
| Total Load Management Device Installations | 49 | 2,639 |
| <hr/> | | |
| Total Accounts Added with Load Management | 31 | 1,908 |
| <hr/> | | |
| Appliance Control Installations | | |
| Air Conditioner / Heat Pump | 39 | 1,984 |
| Auxiliary Heat Strip | 20 | 1,018 |
| Electric Furnace | 2 | 272 |
| Water Heater | 22 | 1,547 |
| <hr/> | | |
| Total Encumbrances to Date | | |
| Load Management Devices | | \$ 130,600 |
| Contractor Installations | | \$ 265,000 |
| Total Project Encumbrances | | \$ 395,600 |
| <hr/> | | |
| Total Expenses to Date | | |
| Load Management Device Purchases | | \$ 130,600 |
| Contractor Installation Expenses | \$ 4,420 | \$ 262,450 |
| Total Project Expenses | | \$ 393,050 |
| <hr/> | | |
| Average Cost per Load Management Device Installed | | \$ 148.94 |
| Average Installed Cost per Controlled Appliance | | \$ 81.53 |
| <hr/> | | |
| Load Management Devices Remaining in Stock | 861 | |



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6461

Human Relations Council (HRC) Report for the month of March Monday April 14, 2014 City Council Meeting

MISSION STATEMENT

- To promote social and economic equality in the community, working with Local Government and other resources
- To appreciate the cultural and ethnic diversity of the citizens of Washington and Beaufort County
- To encourage citizens to live and work together in harmony and mutual respect

SCHEDULED PUBLIC APPEARANCES: NONE

OLD BUSINESS:

Update/discussion – Fair Housing Project: Sub-committee chair O’Pharrow introduced Mr. Marc Recko, Executive Director of Washington Housing Authority, Inc. Mr. Recko provided a synopsis of a prior meeting between Board member O’Pharrow, Chairman Hughes, Ms. Shanetta Moye and himself regarding the Fair Housing Forum. Mr. Recko advised the discussion led to hosting the Forum at one of the Housing Development Centers this year. Two or three sites are available but the Old Fort Development Center located on 9th Street would be a great and attractive location. The Old Fort Development Center will accommodate approximately 50-60 people. Washington Housing Authority, Inc. will be responsible for acquiring the presenters and John Rodman, Community and Cultural Resources Director will partner with the Human Relations Council in purchasing the hors d’ oeuvre/light refreshments for this event.

The Fair Housing Forum has been scheduled for Tuesday, April 8, 2014 at the Old Fort Development Center on 9th Street from 6:30 PM – 8:00 PM.

Discussion – Board vacancy: Chairman Hughes reminded Board members to keep in the forefront the one remaining vacancy and advise if they know of someone who wishes to be appointed.

NEW BUSINESS:

None –

OTHER BUSINESS:

FYI – All FYI items and reminders were discussed inclusive of February 18, 2014 report submitted to City Council, financial report, and advertisements.

Chairman Hughes mentioned there may be a request from the Pastor of Mother of Mercy Catholic Church to come before the Board with a request to help in developing the history related to the church.

OPEN DISCUSSION:

Board member Gaskins presented a flyer announcing a “Community Appreciation Day”. This event has been scheduled for Saturday, April 5, 2014 and will be held at 1205 Cooper Street, Washington. The Community Appreciation Day is free to all and the time is from 12PM – 6PM.



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax 252-974-6461

MINUTES and SUMMATION **“Fair Housing”**

Washington/Beaufort County Human Relations Council
Held
Tuesday, April 8, 2014

Mission Statement **of the**

Washington/Beaufort County Human Relations Council

- *To promote social and economic equality in the community, working with Local Government and other resources*
- *To appreciate the cultural and ethnic diversity of the citizens of Washington and Beaufort County*
- *To encourage citizens to live and work together in harmony and mutual respect*

The Washington/Beaufort County Human Relations Council held its Fair Housing Forum on Tuesday, April 8, 2014 at Old Fort Development Center ~ 204 West 9th Street at 6:30 pm. Chairman Hughes opened the forum.

Present were: Chairman Allen Hughes and Vice-chair Remanda St. Clair. Board members: Emma Howard, William O’Pharrow, Florence Lodge, Keisha Jennette, Brian Alligood, City Manager/Ex-officio and Reatha Johnson, Secretary. Board members absent were Sandra Albritton, Philip Ryals (excused) ~ Eltha Booth, Barbara Gaskins, and Matthew Babcock (unexcused).

Also present were Lt. William Chrismon, Police & Fire Services; Mayor, Mac Hodges; William Pitt, Council-Liaison; Doug Mercer, Councilman; and Richard Brooks, Councilman.

MEET & GREET ~ 6:30 pm - 7:00 PM

Chairman Hughes called the meeting to order and Councilman Pitt delivered the nondenominational invocation.

FAIR HOUSING FORUM @ 7:00 PM

Chairman Hughes opened the meet & greet segment and called on Sub-committee Chairman William O’Pharrow to introduce the presenters.

PRESENTERS:

- Ms. Mary Curtis, Representative, North Carolina Human Relations Commission
- Ms. Claudia Stokes, The Affordable Care Act, Agape Community Health
- Ms. Gina Amaxopulos, Housing Specialist, Washington Housing Incorporated.

The Forum was very educational and was attended by approximately 30 individuals. Question and answer session followed each session presented by the speaker.

Chairman Hughes voiced that the Human Relations Council will meet on May 13, 2014 discussion to be centered on appointments/reappointments.

Adjournment – 8:20 pm

s/Reatha B. Johnson
Reatha B. Johnson, Secretary
☎: 252.975.9333



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 04-02-14
Subject: Amend Chapter 18, Section 77 – Stop Intersections and Chapter 18, Section 78 – Yield Intersections.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 18, Section 77 and Chapter 18, Section 78 in reference to the intersections of Oak Drive at Respass Street and at Stewart’s Drive, as outlined in the attached ordinance, with an effective date of April 15, 2014.

BACKGROUND AND FINDINGS:

At the March 10, 2014 Council meeting, Mr. Earl Thompson of 201 West 16th Street, spoke to Council about reducing the speed limit along Respass Street between 15th Street and Oak Drive and replacing the yield sign with a stop sign at the intersection of Respass Street and Oak Drive. The attached ordinance will allow for the yield sign to be changed to a stop sign. Additionally, staff noticed that the intersection of Oak Drive and Stewart’s Drive, when approaching from the south side along Stewart’s Drive, also has a yield sign instead of a stop sign. Subsequently staff felt that it would be appropriate to change this yield sign to a sop sign at this time as well. The attached ordinance accomplishes this as well.

Attached is an ordinance to amend Chapter 18, Section 77 and 78 for your consideration.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached ordinance amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: *AL* Concur _____ *AL* Denial _____ No Recommendation *AL* Date _____

**AN ORDINANCE TO AMEND CHAPTER 18,
SECTION 77: STOP INTERSECTIONS AND CHAPTER 18,
SECTION 78: YIELD INTERSECTIONS
OF THE WASHINGTON CITY CODE**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That Chapter 18 Section 18-78 – Yield intersections, be amended to remove the following:

Sec. 18-78. Yield intersections.

Oak Drive, from Respass Street (south side).

Oak Drive, from Stewart's Drive (south side).

Section 2. That Chapter 18 Section 18-77 – Stop intersections, be amended to add the following:

Sec. 18-77. Stop intersections.

Oak Drive, from Respass Street.

Oak Drive, from Stewart's Drive (south side).

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective April 15, 2014.

This the 14th day of April, 2014.

Mayor

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 04-02-14
Subject: Amend Chapter 18, Section 102 – Nonhighway streets.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 18, Section 102(c) in reference to the speed limit along Respass Street, as outlined in the attached ordinance, with an effective date of April 15, 2014.

BACKGROUND AND FINDINGS:

At the March 10, 2014 Council meeting, Mr. Earl Thompson of 201 West 16th Street, spoke to Council about reducing the speed limit along Respass Street between 15th Street and Oak Drive and replacing the yield sign with a stop sign at the intersection of Respass Street and Oak Drive. The attached ordinances will reduce the speed limit along Respass Street between 15th Street and Oak Drive to 25 MPH.

Attached is an ordinance to amend Chapter 18, Section 102(c) for your consideration.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached ordinance amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: *BAI* *AL* Concur _____ ~~April 14, 2014~~ Denial _____ No Recommendation *4/9/14* Date

**AN ORDINANCE TO AMEND CHAPTER 18,
SECTION 102: NONHIGHWAY STREETS
OF THE WASHINGTON CITY CODE**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That Chapter 18 Section 18-102(c) – Nonhighway streets, be amended to add the following:

Sec. 18-102(c).

Respress Street, from Fifteenth Street to Oak Drive.

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective April 15, 2014.

This the 14th day of April, 2014.

Mayor

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: April 14, 2014
Subject: Old City Hall Reconveyance
Applicant Presentation: N/A
Staff Presentation: Brian Alligood

RECOMMENDATION:

I move that City Council approve and authorize the reconveyance of Old City Hall from Cedar Grove Plantation, LLC to the City, including but not limited to accepting the attached deed, approving the attached Cancellation and Withdrawal, authorizing the City Manager or his designee to execute any documents that are necessary in conjunction with the related closing and adopting a Budget Ordinance Amendment to appropriate funds for said transaction.

BACKGROUND AND FINDINGS:

Cedar Grove Plantation LLC was unsuccessful in obtaining acceptable financing for the Old City Hall restoration project and the property is being reconveyed to the City in accordance with the preservation agreement. This action was previously scheduled for consideration at the February 10, 2014 regular meeting, however a request was made to table the matter for 60 days pending a due diligence review by a group of investors seeking to acquire Cedar Grove Plantation LLC and complete the project. The investors, after completing their due diligence, have advised the City that they do not wish to proceed with the acquisition.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

HUD Statement, Deed of Trust, Cancellation and Withdrawal, Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur _____ Recommend Denial _____ No Recommendation

4/9/14 Date April 14, 2014
Page 53 of 151



A. Settlement Statement (HUD-1)

B. Type of Loan

| | | | |
|---------------------------------|--|--|------------------------------------|
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> RHS | 3. <input type="checkbox"/> Conv. Unins. | 6. File Number: |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv. Ins. | | 7. Loan Number: |
| | | | 8. Mortgage Insurance Case Number: |

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| | | |
|---|--|---|
| D. Name and Address of Buyer: City of Washington PO Box 1988 Washington, NC 27889 | E. Name and Address of Seller: Cedar Grove Plantation, LLC 316 Riverside Drive Washington, NC 27889 | F. Name and Address of Lender: |
| G. Property Location: OLD CITY HALL, Portion of Lot 21 Market Street Washington, NC 27889 Beaufort County, North Carolina | H. Settlement Agent: Rodman, Holscher, Peck & Edwards, P.A. 320 N. Market Street Washington, NC 27889 Ph. (252)946-3122 Place of Settlement: 320 N. Market Street Washington, NC 27889 | I. Settlement Date: <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> DRAFT </div> |

| J. Summary of Buyer's transaction | K. Summary of Seller's transaction |
|--|---|
| 100. Gross Amount Due from Buyer: | 400. Gross Amount Due to Seller: |
| 101. Contract sales price | 401. Contract sales price |
| 102. Personal property | 402. Personal property |
| 103. Settlement Charges to Buyer (Line 1400) | 403. |
| 104. | 404. |
| 105. | 405. |
| Adjustments for items paid by Seller in advance | Adjustments for items paid by Seller in advance |
| 106. City/Town Taxes to | 406. City/Town Taxes to |
| 107. County Taxes to | 407. County Taxes to |
| 108. Assessments to | 408. Assessments to |
| 109. | 409. |
| 110. | 410. |
| 111. | 411. |
| 112. | 412. |
| 120. Gross Amount Due from Buyer | 420. Gross Amount Due to Seller |
| 200. Amounts Paid by or in Behalf of Buyer | 500. Reductions in Amount Due Seller: |
| 201. Deposit or earnest money | 501. Excess deposit (see instructions) |
| 202. Principal amount of new loan(s) | 502. Settlement charges to Seller (Line 1400) |
| 203. Existing loan(s) taken subject to | 503. Existing loan(s) taken subject to |
| 204. | 504. Payoff First Mortgage |
| 205. | 505. Payoff Second Mortgage |
| 206. | 506. |
| 207. | 507. |
| 208. | 508. |
| 209. | 509. |
| Adjustments for items unpaid by Seller | Adjustments for items unpaid by Seller |
| 210. City/Town Taxes to | 510. City/Town Taxes to |
| 211. County Taxes to | 511. County Taxes to |
| 212. Assessments to | 512. Assessments to |
| 213. | 513. |
| 214. | 514. |
| 215. | 515. |
| 216. | 516. |
| 217. | 517. |
| 218. | 518. |
| 219. | 519. |
| 220. Total Paid by/for Buyer | 520. Total Reduction Amount Due Seller |
| 300. Cash at Settlement from/to Buyer | 600. Cash at settlement to/from Seller |
| 301. Gross amount due from Buyer (line 120) | 601. Gross amount due to Seller (line 420) |
| 302. Less amount paid by/for Buyer (line 220) | 602. Less reductions due Seller (line 520) |
| 303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer | 603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller |

The undersigned hereby acknowledge receipt of a completed copy of pages 1, 2 & 3 of this statement & any attachments referred to herein.

Buyer City of Washington
 BY: _____

Seller Cedar Grove Plantation, LLC
 BY: _____

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges | | | | Paid From Buyer's Funds at Settlement | Paid From Seller's Funds at Settlement |
|--|-------------|-------------|----------------|--|---|
| 700. Total Real Estate Broker Fees | | | | | |
| Division of commission (line 700) as follows: | | | | | |
| 701. \$ | to | | | | |
| 702. \$ | to | | | | |
| 703. Commission paid at settlement | | | | | |
| 704. | | | | | |
| 705. | | | | | |
| 800. Items Payable in Connection with Loan | | | | | |
| 801. Our origination charge includes Origination Point (0.000% or \$ 0.00) | \$ | | (from GFE #1) | | |
| 802. Your credit or charge (points) for the specific interest rate chosen | \$ | | (from GFE #2) | | |
| 803. Your adjusted origination charges to | | | (from GFE #A) | | |
| 804. Appraisal fee | to | | (from GFE #3) | | |
| 805. Credit Report | to | | (from GFE #3) | | |
| 806. Tax service | to | | (from GFE #3) | | |
| 807. Flood certification | to | | (from GFE #3) | | |
| 808. | | | | | |
| 809. | | | | | |
| 810. | | | | | |
| 811. | | | | | |
| 900. Items Required by Lender to Be Paid in Advance | | | | | |
| 901. Daily interest charges from | to | @ \$ /day | (from GFE #10) | | |
| 902. Mortgage insurance premium for | months to | | (from GFE #3) | | |
| 903. Homeowner's insurance for | years to | | (from GFE #11) | | |
| 904. | | | | | |
| 905. | | | | | |
| 1000. Reserves Deposited with Lender | | | | | |
| 1001. Initial deposit for your escrow account | | | | | |
| | | | | | |
| 1002. Homeowner's insurance | @ \$ | per | \$ | | |
| 1003. Mortgage insurance | @ \$ | per | \$ | | |
| 1004. Property taxes | | | | | |
| County Taxes | | | | | |
| 1005. | @ \$ | per | \$ | | |
| 1006. | @ \$ | per | \$ | | |
| 1007. | @ \$ | per | \$ | | |
| 1008. | | | | | |
| 1009. | | | | | |
| 1100. Title Charges | | | | | |
| 1101. Title services and lender's title insurance | | | | | |
| | | | | | |
| 1102. Settlement or closing fee | to | | \$ | | 125.00 |
| 1103. Owner's title insurance to STATEWIDE TITLE | | | | | |
| | | | | | |
| 1104. Lender's title insurance to STATEWIDE TITLE | | | | | 65.00 |
| 1105. Lender's title policy limit | | | | | |
| 1106. Owner's title policy limit | | | | \$ 25,000.00 | |
| 1107. Agent's portion of the total title insurance premium | | | | \$ | End: \$0.00 |
| 1108. Underwriter's portion of the total title insurance premium to STATEWIDE TITLE | | | | \$ 65.00 | End: \$0.00 |
| 1109. | | | | | |
| 1110. | | | | | |
| 1111. | | | | | |
| 1112. | | | | | |
| 1113. | | | | | |
| 1200. Government Recording and Transfer Charges | | | | | |
| 1201. Government recording charges to Beaufort County Registry | | | | (from GFE #7) | 26.00 |
| 1202. Deed \$ 26.00 | Mortgage \$ | Releases \$ | Other \$ | | |
| 1203. Transfer taxes to Beaufort County Registry | | | | (from GFE #8) | |
| 1204. City/County tax/stamps | | | | \$ | |
| 1205. State tax/stamps | | | | \$ 50.00 | 50.00 |
| 1206. | | | | | |
| 1207. | | | | | |
| 1300. Additional Settlement Charges | | | | | |
| 1301. Required services that you can shop for | | | | (from GFE #6) | |
| 1302. 2013 Property Taxes to Beaufort County Registry | | | | until 4/30/14 | 2,429.52 |
| 1303. | | | | | |
| 1304. | | | | | |
| 1305. | | | | | |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | | | 91.00 2,604.52 |

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Rodman, Holscher, Peck & Edwards, P.A., Settlement Agent

| Comparison of Good Faith Estimate (GFE) and HUD-1 Charges | | Good Faith Estimate | HUD-1 |
|--|-------------------|---------------------|-------|
| Charges That Cannot Increase | | | |
| | HUD-1 Line Number | | |
| Our origination charge | # 801 | | |
| Your credit or charge (points) for the specific interest rate chosen | # 802 | | |
| Your adjusted origination charges | # 803 | | |
| Transfer taxes | #1203 | | |

| Charges That in Total Cannot Increase More than 10% | | Good Faith Estimate | HUD-1 |
|---|-------|---------------------|--------------|
| Government recording charges | #1201 | | 26.00 |
| Owner's title insurance to STATEWIDE TITLE | #1103 | | 65.00 |
| Total | | | 91.00 |
| Increase between GFE and HUD-1 Charges | | \$ 91.00 or | 0.00% |

| Charges That Can Change | | Good Faith Estimate | HUD-1 |
|---|---------------|---------------------|-------|
| Initial deposit for your escrow account | #1001 | | |
| Daily interest charges | # 901 \$ /day | | |
| Homeowner's insurance | # 903 | | |

Loan Terms

| | |
|---|---|
| Your initial loan amount is | |
| Your loan term is | 30 years |
| Your initial interest rate is | _____ % |
| Your initial monthly amount owed for principal, interest and any mortgage insurance is | _____ includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance |
| Can your interest rate rise? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every ___ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%. |
| Even if you make payments on time, can your loan balance rise? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$_____. |
| Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____. |
| Does your loan have a prepayment penalty? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$_____. |
| Does your loan have a balloon payment? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in ___ years on _____. |
| Total monthly amount owed including escrow account payments | <input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$_____ that results in a total initial monthly amount owed of \$_____. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1, Page 4

Buyer(s): City of Washington
 PO Box 1988
 Washington, NC 27889

Seller(s): Cedar Grove Plantation, LLC
 316 Riverside Drive
 Washington, NC 27889

Settlement Agent: Rodman, Holscher, Peck & Edwards, P.A.
 (252)946-3122

Place of Settlement: 320 N. Market Street
 Washington, NC 27889

Settlement Date:

Property Location: OLD CITY HALL, Portion of Lot 21 Market Stree
 Washington, NC 27889
 Beaufort County, North Carolina

Settlement or Closing Fee Details

| | BORROWER | SELLER |
|---|-----------------|------------------|
| Deed Preparation to Rodman, Holscher, Peck & Edwards, P.A. | | 125.00 |
| Total | \$ | \$ 125.00 |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Washington

Cedar Grove Plantation, LLC

BY: _____

BY: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(CITY FM CEDAR GROVE.PFD/06-55-16096/7)

PREPARED BY and RETURN TO:
RODMAN, HOLSCHER, PECK & EDWARDS,
P. A., Attorneys at Law
320 N. Market St., P. O. Box 1747
Washington NC 27889
Telephone: (252) 946-3122

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS DEED, made and entered into this the _____ day of _____, 2014, by **CEDAR GROVE PLANTATION, LLC**, a North Carolina Limited Liability Company, whose address is: 316 Riverside Drive, Washington, NC 27889, Grantor, to the **CITY OF WASHINGTON**, a municipal corporation organized and existing under the laws of the State of North Carolina, whose address is: Post Office Box 1988, Washington NC 27889;

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to it paid by the Grantee, the receipt whereof is acknowledged, has given, granted, bargained, sold and does hereby convey unto the Grantee, its successors and assigns, that certain tract or parcel of land lying and being in the City of Washington, Beaufort County, North Carolina, more particularly described as

**THE GRANTORS HEREIN STATE THAT THE PROPERTY DESCRIBED IN THIS DEED IS
NOT THEIR PRINCIPAL RESIDENCE.**

follows:

BEGINNING at an X cut in concrete, said X being more particularly located by beginning at US Coast and Geodetic Station "Z-25" and running therefrom South 60° 30' 10" West 240.44 feet to an X in concrete, the point and place of beginning. Thence from said beginning point so located South 41° 30' 00" West 42.24 feet to a nail set in a common wall between the property described herein and the property now or formerly owned by Gregory M. Ward; thence with the centerline of said wall and continuing North 47° 51' 48" West 101.94 feet to an iron rebar; thence North 42° 01' 15" East 41.29 feet to a magnetic nail; thence South 48° 23' 55" East 101.56 feet to an X cut in concrete, the point and place of beginning and being the same property as shown on that certain survey by Waters Surveying, Inc. dated May 29, 2009 and being that same property deeded to Cedar Grove Plantation, LLC by deed dated December 16, 2011 recorded in Book 1769, Page 818, Beaufort County Registry, to which survey and deed reference is herein made for a more complete and adequate description.

TO HAVE AND TO HOLD the same, together with all and singular, the rights, ways, privileges and appurtenances thereto belonging or in anywise appertaining unto the said Grantee, its successors and assigns, in fee simple, subject, however, to the following:

1. 2014 Beaufort County Ad Valorem taxes.
2. Such easements, rights-of-way and restrictions of record in the Beaufort County Registry.
3. Non-compliance with any local, county, state or federal governmental laws, ordinances or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the subject property.

The Grantor covenants with the Grantee that it is seized in fee simple of the above described property and has good right and

title to convey the same; that the same is free and clear of all liens and encumbrances, except those matters above set forth, and that, subject thereto, it will forever warrant and defend the title to the same against all lawful claims and demands.

IN WITNESS WHEREOF, **CEDAR GROVE PLANTATION, LLC**, has caused this instrument to be executed by its Member Managers, who are duly authorized to execute the same, this the day and year first above written.

CEDAR GROVE PLANTATION, LLC, a North Carolina Limited Liability Company

BY: _____ (Seal)
LAURA A. DARRE,
Member Manager

BY: _____ (Seal)
KATHRYN PISCIOTTA,
Member Manager

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared **LAURA A. DARRE and KATHRYN PISCIOTTA**, who being by me duly sworn say that they are Member Managers of **CEDAR GROVE PLANTATION, LLC**, a North Carolina Limited Liability Company and that they executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2014.

NOTARY PUBLIC

My Commission expires: _____.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: Cedar Grove Plantation, LLC

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See attached Exhibit "A".

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

| PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE | | |
|--|---|---|
| EXECUTION BY OWNER | | |
| <p align="center">SEE ATTACHED (SEAL)</p> <p>By: _____ Printed or Typed Name/Title: _____</p> <p>By: _____ Printed or Typed Name/Title: _____</p> | <p>State of _____ County of _____</p> <p>Signed and sworn to (or affirmed) before me this day by</p> <p align="center">SEE ATTACHED _____ [insert name(s) of principal(s)].</p> <p>Date: _____</p> <p align="right">_____, Notary Public</p> <p>My Commission Expires: _____</p> | <p style="writing-mode: vertical-rl; transform: rotate(180deg);">[Notary Official Seal]</p> |

**CEDAR GROVE PLANTATION, LLC, a North
Carolina Limited Liability Company**

BY: _____ (Seal)
LAURA A. DARRÉ,
Member Manager

BY: _____ (Seal)
KATHRYN PISCIOTTA,
Member Manager

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared **LAURA A. DARRÉ and KATHRYN PISCIOTTA**, who being by me duly sworn say that they are Member Managers of **CEDAR GROVE PLANTATION, LLC**, a North Carolina Limited Liability Company and that they executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2014.

NOTARY PUBLIC

My Commission expires: _____.

EXHIBIT A

THAT CERTAIN TRACT OR PARCEL OF LAND lying and being in the City of Washington, County of Beaufort, North Carolina, commonly known as 126 North Market Street, Washington, North Carolina and more particularly described as follows.

BEGINNING at an X cut in concrete, said X being more particularly located by beginning at US Coast and Geodetic Station "Z-25" and running therefrom South $60^{\circ} 30' 10''$ West 240.44 feet to an X in concrete, the point and place of beginning. Thence from said beginning point so located South $41^{\circ} 30' 00''$ West 42.24 feet to a nail set in a common wall between the property described herein and the property now or formerly owned by Gregory M. Ward; thence with the centerline of said wall and continuing North $47^{\circ} 51' 48''$ West 101.94 feet to an iron rebar; thence North $42^{\circ} 01' 15''$ East 41.29 feet to a magnetic nail; thence South $48^{\circ} 23' 55''$ East 101.56 feet to an X cut in concrete, the point and place of beginning and being the same property as shown on that certain survey by Waters Surveying, Inc. dated May 29, 2009 and being that same property deeded to the City of Washington by deed dated October 7, 2009 recorded in Book 1699, Page 981, Beaufort County Registry, to which survey and deed reference is herein made for a more complete and adequate description.

PREPARED BY and RETURN TO:
RODMAN, HOLSCHER, PECK & EDWARDS, P.A.
Attorneys at Law
320 North Market Street
Post Office Box 1747
Washington NC 27889
Telephone: (252) 946-3122

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS CANCELLATION AND WITHDRAWAL OF PRESERVATION AGREEMENT is made and entered into this the ____ day of _____, 2014, by the **CITY OF WASHINGTON**, a municipal corporation of the State of North Carolina, whose address is: PO Box 1988, Washington, NC 27889.

RECITALS:

WHEREAS, on December 16, 2011, the City of Washington (“City”) conveyed to Cedar Grove Plantation, LLC (“Cedar Grove”) (may be collectively referred to as the “parties”) certain property informally known to the parties as Old City Hall and as more particularly described in that deed recorded in the Beaufort County Register of Deeds office in Book 1769, Page 818; and

WHEREAS, the parties entered into a CONSERVATION, HISTORIC PRESERVATION AND MAINTENANCE AGREEMENT AND DEED OF EASEMENT FOR HISTORIC PRESERVATION (may be referred to herein as “Preservation Agreement”) recorded in the Beaufort County Register of Deeds office in Book 1769, Page 821 that contained certain covenants, restrictions, and conditions agreed upon by the parties concerning said property; and

WHEREAS, pursuant to the terms of the Preservation Agreement, Cedar Grove reconveyed said property to the City by that deed recorded in the Beaufort County Register of Deeds office in Book ____ , Page _____ ; and

WHEREAS, the City desires to cancel and withdraw said Preservation Agreement.

WITNESSETH:

NOW THEREFORE, the City does hereby cancel and withdraw that CONSERVATION, HISTORIC PRESERVATION AND MAINTENANCE AGREEMENT AND DEED OF EASEMENT FOR HISTORIC PRESERVATION recorded in the Beaufort County Register of Deeds office in Book 1769, Page 821, including all of those certain covenants, restrictions and conditions contained therein.

IN WITNESS WHEREOF, the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, has caused this instrument to be executed in its name by its Mayor, attested by its City Clerk, and affixed with its corporate seal, all by proper corporate authority duly given, this the day and year first above written.

CITY OF WASHINGTON

(Corporate Seal)

BY: _____
JAY MACDONALD HODGES, MAYOR

ATTEST:

CYNTHIA S. BENNETT, CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF WASHINGTON, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by JAY MACDONALD HODGES, Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the _____ day of _____, 2014.

NOTARY PUBLIC

My Commission expires: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: April 2, 2014
Subject: Adopt Resolution Authorizing the Mayor to Apply for a Technical Assistance Grant.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that the City Council adopt the resolution authorizing the Mayor to execute and file an application on behalf of the City for a Technical Assistance Grant with the NC Department of Environment and Natural Resources, Division of Water Infrastructure.

BACKGROUND AND FINDINGS:

On March 4, 2014, the NC Department of Environment and Natural Resources, Division of Water Infrastructure, announced that they would be taking applications for state grants funding for wastewater and drinking water projects. The legislature appropriated \$3.5 million in funds for the current fiscal year and the State Water Infrastructure Authority (SWIA) has approved the use of these funds for two specific types of grants – Technical Assistance Grants (TAG) and High Unit Cost Grants (HUC). We intend to use a TAG to perform a sanitary sewer evaluation survey to identify areas of potential inflow and infiltration (I/I). The data collected will allow us to better identify the worst areas of I/I and may potentially be used for other grant applications in the future as supporting documentation. The amount of the study proposed is estimated to be \$35,000 and does not require any match.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached resolution.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: April 14, 2014 (if applicable)
City Manager Review: *EW* Concur *EW* Denial _____ No Recommendation *4/14/14* Date

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection system projects, and

WHEREAS, the City of Washington has need for and intends to conduct a wastewater collection system rehabilitation planning project described as Sanitary Sewer Evaluation Survey – Phase I, and

WHEREAS, the City of Washington intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Washington that:

the City of Washington, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award and that;

the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt and that;

Mac Hodges, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the project described above and that;

the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application and that;

the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of April, 2014 in the City of Washington, North Carolina.

Mac Hodges, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Washington does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Washington duly held on the ____ day of April, 2014; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of April, 2014.

NAME
TITLE



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director
Date: April 14, 2014
Subject: Airport Lighting Rehabilitation Grant Project
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that City Council adopt a Grant Project Ordinance and a Budget Ordinance Amendment and authorize the City Manager to execute the Work Authorization for Professional Services agreement for the Airport Lighting Rehabilitation Project.

BACKGROUND AND FINDINGS:

The NC Department of Transportation- Division of Aviation awarded the City a \$325,000 grant for a lighting rehabilitation project. The grant requires a \$36,111 local match.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Grant Project Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: but Concur _____ Recommend Denial _____ No Recommendation
4/9/14 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE AND CAPITAL
PROJECT ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That account number 10-00-3991-9910, Fund Balance Appropriated, General Fund revenue appropriations budget be increased in the amount of \$36,111 to provide funds for transfer to the Airport Rehabilitation Capital Project Grant Fund.

Section 2. That account number 10-00-4400-3700, Transfer to Airport Fund, Miscellaneous Non-departmental portion of the General Fund appropriations budget be increased in the amount of \$36,111 to provide the local grant match for airport rehabilitation projects.

Section 3. That the following appropriation account numbers be increased in the amounts shown in the Airport Rehabilitation Capital Project Grant Fund to account for grant funded rehabilitation projects at the airport:

| | | |
|-----------------|------------------------|----------------|
| 71-90-4530-0400 | Professional Services | \$ 40,936 |
| 71-90-4530-4500 | Airport Rehabilitation | <u>320,175</u> |
| | | \$361,111 |

Section 4. That the following revenue account numbers in the Airport Rehabilitation Capital Project Grant Fund be increased in the amounts shown:

| | | |
|-----------------|-------------------------|---------------|
| 71-90-3490-0001 | State Aid 36244.51.10.1 | \$ 36,842 |
| 71-90-3490-0002 | State Aid | 288,158 |
| 71-90-3397-0000 | Transfer from GF | <u>36,111</u> |
| | | \$361,111 |

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

N.C. Department of Transportation-Division of Aviation
State Aid to Airports Program

AIRPORT NAME: Warren Field

PROJECT #: 36244.51.10.1

DESCRIPTION: Runway 5-23 Lighting Rehabilitation (Design & Bidding)

Certification of Local Funds and Accounting Information

(State Funding: \$36,842 of available ~~\$325,000~~)

Total State Aid Grant: \$36,842.00 Federal Block Grant: _____

Local Matching Funds Required: \$4,094.00 representing a 10.0% Local Share of the Project

1. Accounting System Information

Official Name of Sponsoring Agency: City of Washington

Name of Budget Official Responsible for Project Accounting: Matt Rauschenbach

Title of Budget Official Responsible for Project Accounting: Finance Director

Budget Official Address: P.O. Box 1988
Washington, NC 27889

Budget Official Telephone Number: 252-975-9312 FAX: 252-946-1965

2. Certification of Local Funds Availability & Single Audit Accounting

I hereby certify that the local matching share of \$ 4,094.00 required for this project has been officially approved, placed into the budget of the Sponsoring local governmental unit and will be available for expenditure upon execution of the State Aid to Airports Grant Agreement and start of this project. I further certify that the authority of the Sponsoring local governmental unit to enter into contracts with the state of North Carolina has been reviewed by the governmental attorney and, in his opinion, the Sponsoring local governmental unit is duly authorized to commit the Sponsor to an Agreement with the North Carolina Department of Transportation.

I further certify that all expenditures on this project will be accounted for in a manner consistent with the requirements of the State Auditor, that the Sponsor has made appropriate arrangements to have its accounts audited on an annual basis in conformance with the Single Audit Act of the State of North Carolina, and that each annual Single Audit will contain the required information about this project.

Signed: 

Title: Finance Director

Name of the Sponsoring Local Government Unit: City of Washington

Date: 4/15/14

RETURN FORM

TO: NCDOT AVIATION, GRANTS MANAGER, 1560 MAIL SERVICE CENTER, RALEIGH, NC 27699-1560

**N.C. Department of Transportation-Division of Aviation
State Aid to Airports Program**

AIRPORT NAME: Warren Field **PROJECT #** 36244.51.10.1

Request for Aid

Name of Sponsoring Agency: City of Washington

Sponsor Contact: Allen Lewis

Mailing Address: P.O. Box 1988
Washington, NC 27889

Contact Telephone Numbers: Phone: 252-975-9312 FAX: 252-946-1965

Name of Consulting Firm: Talbert & Bright, Inc.

Consultant's Project Manager: John M. Massey, P.E.

Consultant's Telephone Numbers: Phone: 910-763-5350 FAX: 910-762-6281

If this is a Federal Aid Project Indicate Federal Project Number _____

WORK ELEMENTS AND FUNDS REQUESTED (round funds to the nearest dollar)

| Work Element | Total Estimated Cost | FAA Funds Proposed | Local Funds Committed | State Aid Requested |
|--|----------------------|--------------------|-----------------------|---------------------|
| Runway 5-23 Lighting Rehabilitation (Design & Bidding) | \$ 40,936 | | \$ 4,094 | \$ 36,842 |
| | | \$ - | \$ - | |
| | | \$ - | \$ - | |
| | | \$ - | \$ - | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTALS: | \$ 40,936 | \$ - | \$ 4,094 | \$ 36,842 |

I hereby certify that, to the best of my knowledge, the information in this application is true and correct and that the Sponsor's share will be available for expenditure upon execution of a State Grant Agreement.

Typed Name and Title: Allen Lewis, Public Works Director

Signature:  Date: 03.21.14

RETURN FORM TO: NCDOT AVIATION, GRANTS MANAGER, P.O. BOX 25201, RALEIGH, NC 27611

N.C. Department of Transportation - Division of Aviation
State Aid to Airports Program

AIRPORT NAME WARREN FIELD **Airport ID** OCW
Project Number 36244.51.10.1 **Vendor ID** 16209
Purchase Order Number

Projected Project Budget

NO DBE/MBE/WBE/HUB Vendor Awards

Initial Budget
 Revised Budget

Initial and Revised Budget require approval by the NCDOT

STATE AID TO AIRPORTS PROJECT
 STATE/FEDERAL BLOCK GRANT PROGRAM

STATE MATCH/AIP GRANT

**Estimated Total
Cost (round to
nearest \$)**

| Cat. | Code | Category of Expenditure | Estimated Total Cost (round to nearest \$) |
|---|------|--|--|
| | A101 | Administrative Expense | \$900.00 |
| | A102 | Preliminary Engineering, Testing | \$0.00 |
| | A103 | Land Acquisition, Structure/Utility Relocation | \$0.00 |
| | A104 | Engineering Services Basic Fees | \$40,036.00 |
| | A105 | Project Inspection, Quality Assurance, Testing | \$0.00 |
| | A106 | Construction and Project Improvement Cost | \$0.00 |
| | A107 | Equipment (i.e. nav aids, fire trucks, etc.) | \$0.00 |
| | A108 | Miscellaneous Expenses (specify) | \$0.00 |
| | A109 | In Kind Match | |
| GRAND TOTAL ALL ESTIMATED EXPENSES | | | \$40,936.00 |

| | Percent | |
|----------------------------------|---------|-------------|
| TOTAL ESTIMATED FEDERAL SHARE AT | | \$0.00 |
| TOTAL ESTIMATED STATE SHARE AT | 90.0% | \$36,842.00 |
| TOTAL ESTIMATED LOCAL SHARE AT | 10.0% | \$4,094.00 |

SPONSOR CERTIFICATION

I certify that, to the best of my knowledge, the estimated costs shown above were derived from careful analysis of the project, include all anticipated project expenses, and represent the intended budget of the Sponsor for this project.

Allen Pini _____ Date 03.21.14
 Sponsor's Representative (signature)

 Division of Aviation Approval (signature) Date _____

E-mail this completed form to: aviation_invoices@ncdot.gov
Print this completed form and mail it to: NCDOT AVIATION, GRANTS ADMINSTRATOR
 1560 MAIL SERVICE CENTER
 RALEIGH NC 27699-1560

- INITIAL BUDGET SUPPORTING DOCUMENTATION AS APPLICABLE**
- CONSULTING FEE - SCOPE OF WORK AND MANHOUR-TASK BREAKDOWN
 - ITEMIZED PRELIMINARY COST ESTIMATE
 - PRELIMINARY SHEET LIST
 - BID TABULATION AND AWARD RECOMMENDATION, WHEN AVAILABLE.
- REVISED BUDGET SUPPORTING DOCUMENTATION AS APPLICABLE**
- BID TABULATION AND AWARD LETTER RECOMMENDATION / NOTICE
 - SUPPORTING DOCUMENTATION FOR ADJUSTMENTS TO PREVIOUS BUDGET

AV-Budget (AV-504) (2/11)

North Carolina Department of Transportation
Division of Aviation

Pre Bid DBE/MBE/WBE Goal Notification and Certification

Airport: Warren Field

Project Number: 36244.51.10.1

Project Description: Runway 5-23 Lighting Rehabilitation (Design & Bidding)

DBE/MBE/WBE Goal: 0% DBE

I acknowledge the above goal and certify that it was used in the bid documents for the project according to the applicable federal law CFR Title 49 Part 26 and state statues GS 136-28.4; EO 106; GS 143-48; GS 136-28.10

Ally Pini, Public Works Director 03.21.14
Name, Title Date

Attach a copy of proposed advertisement and/or contract documents

AV-PREBID (AV-508) (10/06)

| | | | |
|--|--|---|---|
| TALBERT & BRIGHT, INC. ENGINEERING & PLANNING CONSULTANTS WILMINGTON, NORTH CAROLINA (910) 763-9350 | TBI NO: 4207-1401 FY2014 State Funding: \$36,842 of available \$328,000 NC DOT NO: 38244.51.10.1 | PROJECT NAME & LOCATION: City of Washington Warren Field Airport | OWNER CONTACT INFO: Anita Radcliffe o - 252-975-9301 PO Box 1988 Washington, NC 27889 aradcliffe@washingtonnc.gov |
| Grant Description: Runway 5-23 Lighting Rehabilitation (Design & Bidding) | | Runway 5-23 Lighting Rehabilitation (Design & Bidding) | |

| REIMB No. | INVOICE DATE | PAYEE | DESCRIPTION OF COSTS | TBI PROJ NUMBER | TOTAL INVOICE AMT | CATEGORY CODE ASSIGNMENT | | | | | | | | REIMB. AMT. |
|-----------------------------|--------------|-----------------------------------|---|-----------------|-------------------|--------------------------|------|-----------|-----------|----------------|------------|--------|-------|-------------|
| | | | | | | ADMIN | PREL | LAND ETC. | ENG | PROJ INSPEC/QA | CONSTRUCT. | EQUIP. | MISC. | |
| Forthcoming Grant Expenses | | Talbert and Bright, Inc. | 1401 Runway 5-23 Lighting Rehabilitation - Grant Admin | 1401 | 2,250.00 | | | | 2,250.00 | | | | | |
| | | Talbert and Bright, Inc. | 1401 Runway 5-23 Lighting Rehabilitation - Design & Bidding | 1401 | 26,775.00 | | | | 26,775.00 | | | | | |
| | | Cheatham & Associates | 1401 Runway 5-23 Lighting Rehabilitation - (Subconsultant) Electrical Engineer | 1401 | 10,010.00 | | | | 10,010.00 | | | | | |
| | | Talbert and Bright, Inc. | 1401 Runway 5-23 Lighting Rehabilitation - (TBI Fee on Subconsultant) Electrical Engineer | 1401 | 1,001.00 | | | | 1,001.00 | | | | | |
| | | Newspaper | 1401 Runway 5-23 Lighting Rehabilitation - (Legal Ad) | 1401 | 900.00 | 900.00 | | | | | | | | |
| | | City of Washington / Warren Field | Forthcoming Reimbursements | | | | | | | | | | | 36,842.40 |
| SUBTOTAL PROJECT-TO-DATE: | | | | | 40,936.00 | 900.00 | 0.00 | 0.00 | 40,036.00 | 0.00 | 0.00 | | | 36,842.40 |
| Budget Information: | | | | | 40,936.00 | | | | | | | | | |
| State Discretionary Funding | \$ | 36,842.00 | PROJECT BUDGET: | 40,936.00 | 900.00 | 0.00 | 0.00 | 40,036.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| | | | (double check) | 40,936.00 | | | | | | | | | | |
| LOCAL | \$ | 4,094.00 | BUDGET REMAINING (OVER BUDGET): | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| TOTAL | \$ | 40,936.00 | PERCENT BUDGET USED-TO-DATE: | 100% | 100% | | | 100% | | | | | | |

WARREN FIELD

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No. 14-01

March 3, 2014

TBI Project No. 4207-1401

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized: The Engineer will provide **Design and Bidding Services for the Runway 5-23 Lighting Rehabilitation** project at Warren Field. The City of Washington advises us that the existing runway light system is in excess of 30 years old and in very poor condition. The lighting system was recently out of commission for several weeks while the airport had an electrical contractor onsite trouble shooting the system in order to bring it back into operation. Continuing to maintain the existing system has become cost-prohibitive for the City of Washington and requires the City to close the airport at night when the system is not in operation.

The project will involve replacement of the runway edge lights, runway lighting circuit, counterpoise, taxiway lights currently on the runway circuit, runway light system regulator, and Runway 5 PAPI and REIL equipment. The project will also include installation of a new L-807 Lighted Windcone adjacent to the existing tetrahedron. PAPI and REIL replacement and new Windcone will be included in the project as bid alternates. Talbert & Bright will prepare plans and specifications suitable for bidding. The scope of professional services will generally be as described below, and in the attached Work Hour Estimate.

The project scope will include demolition of the existing lighting system, installation of a new medium intensity LED runway edge lights to be installed on new base cans installed in the runway shoulder pavement. The new runway light system power cable will be direct bury, installed outside the limits of the runway shoulder pavement with cable extended under the pavement to each new light base can. Existing signs will be connected to the new runway light power cable. Taxiway lights that are currently connected to the runway light circuit will be replaced with new taxiway edge lights and reconnected to the new runway light circuit. New counterpoise will be installed for the runway light circuit.

In addition, the existing Runway 5 PAPI will be removed and a new PAPI system will be installed at the same location. If the existing concrete PAPI foundation is in good condition, the new PAPI unit will be installed on the existing foundation, assuming that there are no penetrations to the PAPI Obstacle Clearance Surface. If obstructions to the PAPI OCS are found, adjustments to the PAPI location and/or aiming angle will be required. A new power cable will be installed between the new PAPI and airfield lighting vault. In order to confirm that the PAPI OCS is clear, a survey of the Runway 5 approach will be performed under a separate work authorization.

A review of the existing airfield lighting vault equipment will be performed at the beginning of the design phase. Subconsultant Electrical Engineering services will be provided to perform this evaluation. Based on the results of this evaluation, a list of recommended improvements (i.e. new regulator, new control panel, new radio receiver, lighting control panel in new terminal building, etc.) will be coordinated with the Airport and NCDOA. The Airfield Lighting Vault improvements that are coordinated will be included in

PSW ✓
ADSOY ✓
SAD ✓
S01 ✓
S.3 ✓
S08 ✓

documents as Airfield Lighting Vault Modifications.

Design will be performed in accordance with the following FAA Advisory Circulars and other state/local/federal design standards:

- FAA AC 150/5340-30G Design and Installation Details for Airport Visual Aids
- FAA AC 150/5345-28G Precision Approach Path Indicator (PAPI) Systems
- FAA AC 150/5370-2F Operational Safety on Airports During Construction
- FAA AC 150/5370-10F Standards for Specifying Construction of Airports
- National Electric Code (NEC) – Current Addition Adopted by the State of North Carolina
- Other Advisory Circulars will be utilized as we determine applicable during the design phase of the project.

Services will also include preparation of the FAA 7460 form, coordination of project DBE goals with NCDOA and preparation of grant forms and reimbursement requests through the bidding phase.

Bidding Phase services included in this work authorization include advertising the project for bids, answering contractor's questions during the bid period, scheduling, attending and chairing the Pre-Bid meeting, attendance at the bid opening, preparation of a bid tabulation and recommendation of award.

Deliverables will include Final Design Submittal to NCDOA and the Airport, including Plan Sheets, Technical Specifications, and itemized Opinion of Probable Construction Cost. Upon receipt of bids, Engineer will submit a bid tabulation to NCDOA and Airport. Upon completion of the project, Engineer will deliver a set of plans in PDF and CADD format to NCDOA.

Time Schedule:

- Final Plans and Specifications to Owner and NCDOA for Review: 45 days from Notice to Proceed
- Receive comments from Owner and NCDOA: 55 days from Notice to Proceed
- Advertise Project for Bids: Approximately 65 calendar days from Notice to Proceed
- Pre-Bid Meeting: Approximately 75 calendar days from Notice to Proceed
- Bid Opening: Approximately 95 calendar days from Notice to Proceed

At the City's discretion, Notice to Proceed may be issued immediately or delayed until all grant paperwork is approved by the NCDOT Division of Aviation.

Cost of Services: The method of payment for the Grant Administration Services and Design and Bidding services shall be lump sum in accordance with Section V of the contract. The lump sum fee for Grant Administration Services shall be \$2,250.00. The lump sum fee for Design and Bidding Services shall be \$26,775.00. Subconsultant services, to include Electrical Engineering Services shall be invoiced at cost plus a 10% administrative charge. The budget for the Electrical Engineering services shall be \$11,011.00. These budgets will not be exceeded without prior authorization. The work authorization also includes a budget of \$900.00 for placing a legal advertisement.

The total cost for this work to be performed under this work authorization is \$40,936.00 which shall not be exceeded without written authorization from the Owner.

Agreed as to scope of services, time schedule and budget:

Approved: _____

For City of Washington

For Talbert & Bright, Inc.

Date: _____

Date: _____

Witness

Witness

Warren Field
 Runway 5-23 Lighting Rehabilitation and PAPI Replacement
 March 3, 2014
 TBI No. 4207-1401

| | Description | PM | GA | SA3 |
|-----------------------------|--|----|----|-----|
| Grant Administration | | | | |
| 1 | Prepare grant application paperwork for new grant for the Design and Bidding Phase of this project and coordinate with Owner and NC Division of Aviation | 1 | 4 | 0 |
| 2 | Grant Administration Assistance, Including Preparation of Reimbursement Requests, Updating Grant Budget, Preparing Quarterly Status Reports, etc. | 1 | 12 | 4 |
| 3 | Upon receipt of construction bids, prepare grant application paperwork for construction grant and coordinate with Owner and NCDOA | 1 | 4 | 0 |
| Manhour Total | | 3 | 20 | 4 |

Labor Expenses

| Classification | Billing Rate | Estimated Manhours | Estimated Cost |
|---------------------|--------------|--------------------|----------------|
| Project Manager | \$164.00 | 3 | \$492.00 |
| Grant Administrator | \$72.00 | 20 | \$1,440.00 |
| Secretary/Admin III | \$55.00 | 4 | \$220.00 |
| Subtotal Labor | | 27 | \$2,152.00 |

Direct Expenses

| Expense Description | Unit | Unit Rate | Estimated Units | Estimated Cost |
|---------------------|------|-----------|-----------------|----------------|
| Reproduction | Each | 0.10 | 250 | \$25.00 |
| Postage | L.S. | | | \$50.00 |
| Telephone/Facsimile | L.S. | | | \$25.00 |
| Subtotal Expenses | | | | \$100.00 |

Total Grant Administration

\$2,252.00

USE

\$2,250.00

| | Description | Prin | PM | E3 | SA3 |
|---|---|------|-----|----|-----|
| Design and Bidding for Lighting Rehabilitation | | | | | |
| 1 | Develop Scope of Work, Prepare Work Authorization. | 1 | 1.5 | 0 | 1 |
| 2 | Coordinate Work Authorization/Scope with NC Division of Aviation and City of Washington | 0 | 1.5 | 0 | 1 |
| 3 | Develop Subconsultant Scopes, Prepare Subcontracts. | 0.5 | 0 | 2 | 2 |
| 4 | Site Visit to perform field review of project area and verify field conditions | 0 | 0 | 8 | 0 |
| 5 | Coordinate Airfield Operational Requirements, Develop Construction Sequence, Access and Staging Areas. | 0 | 2 | 4 | 0 |
| 6 | Coordinate with Vault Evaluation with Electrical Engineer to Determine Vault Modifications Needed for Project | 0 | 1 | 4 | 0 |
| 7 | Coordinate Recommended Vault Improvements with Owner and NCDOA | 0 | 1 | 2 | 0 |
| 8 | Confirm with NCDOA for DBE or MBE/WBE Participation Requirements/Contract Goals | 0 | 1 | 2 | 2 |
| 9 | Coordinate Reimbursable Agreement with FAA for PAPI Flight Check to determine flight check cost for inclusion in Construction Phase Grant | 0 | 2 | 2 | 2 |
| 10 | Prepare and Submit FAA 7480 Form | 0 | 1 | 2 | 0 |
| 11 | Plans | | | | |
| | Cover Sheet | 0 | 0 | 1 | 0 |
| | Project Layout and Safety Plan | 0 | 1 | 6 | 0 |
| | Project Phasing Plan (2 Sheets) | 0 | 1 | 8 | 0 |

Warren Field
 Runway 5-23 Lighting Rehabilitation and PAPI Replacement
 March 3, 2014
 TBI No. 4207-1401

| | | | | |
|---|-----|----|-----|----|
| Runway & Taxiway Lighting Layout Plan (Sheet 1 of 3) | 0 | 1 | 6 | 0 |
| Runway & Taxiway Lighting Layout Plan (Sheet 2 of 3) | 0 | 1 | 6 | 0 |
| Runway & Taxiway Lighting Layout Plan (Sheet 3 of 3) | 0 | 1 | 6 | 0 |
| Runway & Taxiway Lighting Circuit Plan (Sheet 1 of 3) | 0 | 1 | 6 | 0 |
| Runway & Taxiway Lighting Circuit Plan (Sheet 2 of 3) | 0 | 1 | 6 | 0 |
| Runway & Taxiway Lighting Circuit Plan (Sheet 3 of 3) | 0 | 1 | 6 | 0 |
| Lighting Schematic Plan (Sheet 1 of 2) | 0 | 1 | 6 | 0 |
| Lighting Schematic Plan (Sheet 2 of 2) | 0 | 1 | 6 | 0 |
| Lighting Details (Sheet 1 of 2) | 0 | 1 | 4 | 0 |
| Lighting Details (Sheet 2 of 2) | 0 | 1 | 4 | 0 |
| Runway 5 PAPI and REIL Layout Plan | 0 | 1 | 6 | 0 |
| PAPI and REIL Details | 0 | 1 | 4 | 0 |
| Lighted Wind Cone Layout Plan and Details | 0 | 1 | 4 | 0 |
| Vault Modification Plan and Details (By Electrical Engineer) | 0 | 0 | 0 | 0 |
| 12 Prepare Project Specifications and Contract Documents | 0 | 4 | 16 | 6 |
| 13 Calculate Project Quantities and Develop Opinion of Probable Construction Cost | 0 | 2 | 6 | 0 |
| 14 QA/QC Review for Plans and Specifications | 1 | 6 | 4 | 4 |
| 15 Coordinate w/Owner and State, Plan Review, Comments and Revisions. | 0 | 4 | 4 | 2 |
| 16 Advertise For Bids/Send Advertisements & Documents to Contractors | 0 | 1 | 4 | 6 |
| 17 Consider Contractor Questions During Bidding, Issue Addenda | 0 | 2 | 4 | 0 |
| 18 Prepare for, attend, chair Pre-Bid Meeting, Issue minutes by addendum | 0 | 8 | 0 | 0 |
| 19 Prepare for and attend Bid Opening | 0 | 6 | 0 | 2 |
| 20 Tabulate Bids and Recommend Award. | 1 | 2 | 4 | 4 |
| Manhour Total | 3.5 | 58 | 143 | 28 |

Labor Expenses

| Classification | Billing Rate | Estimated Manhours | Estimated Cost |
|-----------------------|--------------|--------------------|--------------------|
| Principal | \$175.00 | 3.5 | \$612.50 |
| Project Manager | \$164.00 | 58 | \$9,512.00 |
| Engineer III | \$95.00 | 143 | \$13,585.00 |
| Secretary/Admin. III | \$55.00 | 28 | \$1,540.00 |
| Subtotal Labor | | 233 | \$25,249.50 |

Direct Expenses

| Expense Description | Unit | Unit Rate | Estimated Units | Estimated Cost |
|---|--------|-----------|-----------------|-------------------|
| Travel to OCW | Trip | \$155.00 | 3 | \$465.00 |
| Printing (project correspondence, reports, permits, etc.) | Copies | \$0.10 | 500 | \$50.00 |
| Spec Reproduction for Bidding (350 pgs x 15 copies) | Copies | \$0.10 | 5,250 | \$525.00 |
| Plan Reproduction for Bidding (15 Plan Sets) | Prints | \$1.10 | 260 | \$286.00 |
| Telephone, Shipping, Misc. Expenses | LS | \$200.00 | 1 | \$200.00 |
| Subtotal Expenses | | | | \$1,526.00 |

Total Design and Bidding Services

\$26,775.50

USE

\$26,775.00

Subconsultant Services (Includes 1.1 Multiplier)

Electrical Engineer (Cheatham & Associates)

Includes Site Visit, Evaluation of existing vault equipment for replacement and upgrades, regulator sizing and contract documents for vault improvements and Installation of airfield lighting control panel in new terminal building

\$10,010.00

TBI Administrative Fee

\$1,001.00

Estimated Budget

\$11,011.00

John Massey

From: Mark Ciarrocca <mciarrocca@cheathampa.com>
Sent: Thursday, January 09, 2014 2:40 PM
To: John Massey
Subject: Warren Field

John,

We appreciate the opportunity you have given us to prepare a fee for this project at the Warren Field in Washington, NC. Our understanding of project criteria and tasks follows with a fee breakdown.

Project Criteria

- Replacement of RW 5-23 lighting system.
- Replacement of RW 5 PAPI and REIL.
- Add a control panel for airfield lighting in a new Terminal building that will be constructed.
- Existing vault equipment is located in room of an Annex building that is adjacent to the existing Terminal building.
- Evaluate existing vault equipment for recommended upgrades, replacements, and improvements.

Information to be provided to Cheatham & Associates

- CAD drawings of the airport site plan with new airfield lighting, existing vault location, existing Terminal building, and proposed Terminal building.
- CAD drawings of the existing vault.
- CAD drawings of the new Terminal building.
- Quantities of fixtures, signs, etc. with lamp wattages on the runway lighting series circuit.
- Lamp wattages for runway edge lights and threshold lights.
- Sign data for each sign to include number of modules, lamp type, lamp wattage.
- Any Owner criteria.

Our fee includes the following tasks:

- Field investigation site visit.
- Evaluation of existing vault equipment for replacements, upgrades, etc.
- Regulator calculations for the runway edge lighting regulator.
- Design for airfield lighting equipment vault upgrades.
- Design for the addition of a remote airfield lighting control panel in the new Terminal building.
- Preparation of electrical drawings & specifications.

Fee Breakdown:

- \$ 2,710.00 lump sum: Field investigation.
- \$ 560.00 lump sum: Evaluation of existing vault equipment for replacement, upgrades.
- \$ 430.00 lump sum: Regulator calculations for runway series circuit.
- \$ 6,310.00 lump sum: Design and preparation of electrical drawings and specifications.

Additional services can be provided for a negotiated lump sum fee

If you have any questions or comments, please contact us. Again, thank you for this opportunity. If you find this proposal acceptable, please respond with an informal notice to proceed or forward a contract, as applicable.

Regards,

Mark A. Ciarrocca, P.E.
Cheatham & Associates, P.A.
3412 Enterprise Drive
Wilmington, NC 28405
910-452-4210



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Keith Hardt, Electric Utilities Director
Date: 7 April 2014
Subject: Authorize Electric Director to Execute Pole Attachment Agreement
Applicant Presentation: N/A
Staff Presentation: Keith Hardt

RECOMMENDATION

I move that the City Council authorize the Electric Director to negotiate and execute the pole attachment agreement with Conterra Ultra Broadband.

BACKGROUND AND FINDINGS

The City of Washington currently has pole attachment agreements with three CATV/Telephone providers within the electric service territory. These agreements are very dated and are in need of updating. I am recommending updating our pole attachment agreement based on a request for new attachments and on recent rulings in the case *Town of Landis vs. Time Warner Communications*.

David Barnes, staff attorney with ElectriCities of North Carolina with the assistance from the ElectriCities Operation Standards Team has developed a draft pole attachment agreement for ElectriCities members use. Mr. Barnes has been very involved with the Town of Landis case, has drafted this agreement based on the findings of the case and recommends that members execute these agreements where applicable. Mr. Barnes is currently reviewing this final draft of the document, but does feel that it contains the proper language to protect the City.

Conterra Ultra Broadband (Conterra) has recently been awarded a contract by the Beaufort County School Board to install overhead fiber optic cable between schools served by the City's electric system. Conterra has requested a pole attachment agreement with the City of Washington so as to fulfill their contract by the end of the current budget year.

The current City of Washington pole attachment fees charged are listed herein. I propose that these fees be changes as listed. These fees are based on the American Public Power Association model and are in line with what many other North Carolina electric cities charge for attachments. My survey has pole attachments from North Carolina cities ranging from \$16 per attachment to \$21 per pole foot attachment. The companies that utilize our facilities for attachment may argue that these fees are excessive and not in line with the FCC guidelines, but we are not required to follow the FCC guidelines. In addition, the proposed fees are based on the actual cost to provide the attachment to the requestor.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Additional revenue in excess of budgeted amount.
___ Currently Budgeted (Account ___) Requires additional appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

- Proposed fee schedule
- Draft pole attachment agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: April 14, 2014 (if applicable)
City Manager Review: 4/14/14 Date Concurred Page 85 of 164 Recommend Denial ___ No recommendation ___

**City of Washington
Electric Utilities Department**

Pole Attachment Fees

Current Fee Schedule

\$6.00 per pole attached for all City owned poles

\$3.00 per pole attached for all Joint utility owned poles

Proposed Fee Schedule

Permit Application Fees

\$25.00 per pole or up to 10 continuous poles

\$25.00 per pole for continuous poles greater than 10 poles

\$25.00 per pole span of overhead route to be overlashed

Removal Verification Fee

\$10.00 per pole

Annual Attachment Fees

\$19.74 per single side pole foot of attachment for all poles

\$1.974 per anchor guy attachment

\$1.974 per service drop

The requestor is required to make a payment in advance for the estimated cost of make ready work.

The pole attachment agreement also sets the schedule for annual increases referenced by the CPI and penalty fees for unauthorized attachments.

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CONTRACT NO. _____

POLE ATTACHMENT AGREEMENT

between

City of Washington, North Carolina

and

THIS AGREEMENT made and entered into as of _____, 20____
("Contract Date"), between City of Washington, North Carolina, hereinafter
"Owner", a municipal corporation under the laws of the State of North
Carolina, and _____, hereinafter "Licensee" and with
Owner and Licensee collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Owner in the furnishing of its services constructs, maintains, and
operates equipment on Poles (as defined hereinafter) in the State of North
Carolina.

WHEREAS, Licensee proposes to design, install, operate and maintain a system and
associated appliances ("System" or "Attachments" or "Facilities") to furnish
communication services utilizing the Owner's electric distribution poles to
place its facilities, including wireline communications cables and system
equipment; and,

WHEREAS, Owner is willing to permit, to the extent it may lawfully do so and on
the terms hereinafter set forth, the attachment or Owner installation of said
System, when in its judgment, such use will not interfere with its own service
requirements, including considerations of safety and economy.

AGREEMENT

In consideration of the facts stated above, the mutual covenants and agreements of
the parties, and other valuable consideration, the receipt and sufficiency of which are
acknowledged by the parties,

IT IS AGREED:

I. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall have the following meanings:

- A. "Actual Costs" means all costs of Owner including engineering, labor, overtime, overhead, material, transportation, equipment, loading, interest and administrative costs, not limited in any way by any Estimated Cost. Actual Costs are payable subsequent to work being done by Owner. Owner will provide documentation of such costs at Licensee's request.
- B. "Attachment" means a wireline or other associated System equipment/facility either affixed to an Owner. For purposes of permitting and prior authorization, such term applies whether the System facilities are placed directly on Owner's Poles or are overlashed onto existing communications wires on the Poles. Equipment that is adjacent to Owner's Poles that utilized Owner's Right-of-Way or Easements shall be considered an attachment.
- C. "Communications Space" means the portion of an Owner Pole available for the attachment of Licensee's System, per Owner's specifications, the upper portion of which is designated for wireline Attachments and the lower portion for other System devices. Certain of Licensee's facilities, per Owner's specifications, may extend above the Communications Space for the purpose of obtaining power.
- D. "Encroachment" means the use by of space by one party that was reserved for the use of another party, but shall not include risers.
- E. "Engineer" means a Professional Engineer currently licensed by the State of North Carolina.
- F. "Estimated Cost" means Owner's projected costs, including engineering, labor, overtime, overhead, material, transportation, equipment, loading, interest and administrative costs and which is payable prior to any work by Owner.
- G. "Shared User" means a party, other than Owner or Licensee, which may attach to Owner's Poles, including parties to a Shared Use or Joint Use Agreement.
- H. "Licensee's Expense" means Licensee's obligation to pay Owner's Actual Costs as defined in the Agreement.
- I. "Make-Ready" means all work, as reasonably determined by Owner, required to accommodate the Licensee's Attachment and/or to comply with all applicable engineering specifications and standards for the use of Owner's Poles. Such work may is overhead work and includes, but is not limited to, design,

engineering, supervision, administration, installation, inspection, repair and/or maintenance associated with the design, installation, rearrangement of Owner or Shared User equipment, operation and maintenance of such facilities.

- J. "Permit" means written authorization of Owner for Licensee to make, or maintain, Attachments to specific Poles pursuant to the requirements of the Agreement.
- K. "Pole" means a pole owned by Owner that is capable of supporting Attachments for Licensee's System and that may be further described and/or restricted within this Agreement.
- L. "Rearranging" means the reconstruction or relocation of Attachments on the same Pole.
- M. "Supply Space" means the portion of an Owner Pole reserved for its own use, primarily facilities used in the distribution of power by Owner as noted in Exhibit A.
- N. "System" means that portion of the Licensee's system consisting of all communications cables, wires, fibers, lines, splices, relays, video/optical devices, appliances, sensors, amplifiers, illumination sources, wireless devices, and associated equipment or facilities designed and constructed for the purpose of capturing, distributing, receiving, transmitting, amplifying, or producing electronic and/or video/optical signals and for providing power to such facilities.
- O. "Transferring" means the relocation of Attachments from one Pole to another.

II. SCOPE OF AGREEMENT

- A. Upon receipt of a Permit and subject to the provisions of this Agreement, Licensee shall have a revocable and nonexclusive license authorizing Licensee to install and maintain Attachments to Owner's Poles. Nothing in this Agreement shall be construed as compelling Owner to grant Licensee the right to attach to any specific Pole or as granting Licensee any right to attach Licensee's System to any specific Pole until an appropriate Permit is issued.
- B. Licensee and Owner agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. The parties agree that Owner will issue a Permit(s) to Licensee only when Owner determines, in its sole judgment, that (i) it has sufficient capacity to accommodate the requested Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all applicable

standards and specifications. The parties further agree that any access to Owner's Poles made available to Licensee pursuant to this Agreement is subject to Owner's reserve capacity, which may be reclaimed by Owner for future electric service use, including the attachment of communications lines for internal Owner operational requirements.

- D. No use, however lengthy, of any of Owner's facilities, and no payment of any fees, charges or other compensation required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such facilities. After issuance of any Permit, Licensee shall be and remain a Licensee. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Owner's rights to the Owner facilities.
- E. Licensee is obligated to obtain all necessary certification, permitting, and franchising from Federal, state and local authorities prior to making any Attachments.
- F. The parties agree that this Agreement does not in any way limit Owner's right to locate, operate and maintain its Poles in the manner that it believes will best enable it to fulfill its own service requirements.
- G. Nothing in this Agreement shall be construed to require Owner to install, retain, extend, or maintain any Pole for use by the Licensee when such Pole is not needed for Owner's own service requirements.
- H. Nothing in this Agreement shall limit, restrict, or prohibit Owner from fulfilling any agreement or arrangement regarding Poles into which Owner has previously entered, or may enter in the future, with Shared Users and others Licensees not parties to this Agreement.
- I. This Agreement shall only apply to Poles associated with the distribution of electric power and not to any other Owner facilities, absent express written concurrence from Owner. System facilities are not permitted on Owner's metal, decorative, or underground-fed street light poles.
- J. Nothing in this Agreement shall be construed to require Owner to allow Licensee to use Owner's Poles after the termination of this Agreement.
- K. Licensee agrees that this Agreement is limited to the uses specifically stated above in the Recitals and any other use shall be considered a breach of this Agreement.

- L. Licensee acknowledges that, as applicable, it must separately obtain electric service from Owner in order to provide electric supply to Licensee's Attachments.
- M. Electric service shall be governed by the current Owner's Electric Service Policy and any additional Service Agreements executed between the parties.
- N. Permanent electric service to Licensee's System facilities may require an electric service provided through Owner's electric meter socket and appropriate current-limiting disconnect device.
- O. Energy usage shall be billed per Owner's applicable rate schedule for general power services. System facilities requiring electric power may be metered or billed at a flat rate at Owner's discretion.

III. PROTECTION, INDEMNITY AND LIMITATION OF LIABILITY

- A. **Qualifications:** Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments are appropriately qualified and trained to work on and in the vicinity of electric distribution facilities.
- B. **Assumption of Risk:** To the fullest extent permitted by law, Licensee expressly assumes responsibility for determining the condition of all facilities of Owner to be worked on by its employees, agents, contractors or subcontractors, including without limitation, poles to be climbed on or worked on. To the fullest extent permitted by law, Licensee assumes all risks (including, without limitation, risks arising from Owner's sole negligence, but excepting the intentional misconduct of Owner or its officers, employees or agents) related to the construction, operation and maintenance of its Attachments on Owner's facilities.
- C. **Damage to Facilities:** Owner reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon and therein in such manner as will best enable it to fulfill its own service requirements. Owner shall exercise reasonable precaution to prevent damage to, or interference with the operation of the equipment of Licensee, but Owner shall not be liable for any damage to Licensee or any interference which may arise out of the use of Owner's Poles. Licensee shall exercise special precautions to avoid damage to facilities of Owner or of other authorized users of said Poles and to avoid interference with Owner's safe and efficient operation of its electric distribution system. Licensee hereby assumes all responsibility for any and all damage to or interference with facilities of said Owner or other authorized users arising out of or caused by the erection, maintenance, installation, presence use or removal of Licensee's facilities (excepting the intentional

misconduct of Owner or its officers, employees or agents). Licensee shall make an immediate report to the particular owner of the facilities affected by the occurrence of any damage and hereby agrees to reimburse such owner for the expenses incurred in making the necessary repairs and replacement. Licensee shall notify Owner promptly in case of such damage to any of its facilities.

- D. **Safety Precautions:** Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments. Should any such injury or damage occur despite such steps, Licensee shall make an immediate report to Owner of such injury or damage, and Licensee hereby assumes all responsibility for any and all such injuries or damage to the fullest extent permitted by law (including, without limitation, risks arising from Owner's sole negligence, but excepting the intentional misconduct of Owner or its officers, employees or agents).
- E. **Indemnification and All Other Liability:** Licensee shall indemnify, defend, protect, and save harmless Owner and its officers, agents, and employees from and against any and all costs, damages, claims, losses and court costs, liabilities, causes of actions, demands, judgments, decrees, proceedings, and expenses of any nature (including, without limitation, reasonable attorney fees, disbursements and actual costs) directly or indirectly suffered by or claimed against Owner, directly or indirectly, based on, arising out of or resulting from, in whole or in part, the acts or omissions of Licensee, its officers, agents, employees, contractors (and their subcontractors), successors, or assigns. Licensee shall, at its own expense, defend Owner and its officers, agents and employees against any and all such claims, actions and demands and shall indemnify Owner and its officers, agents and employees for all costs and expenses it may incur in connection therewith, including, without limitation, reasonable attorney fees. If Licensee refuses to undertake the defense of a claim described in this section, then Owner, its officers, agents and employees shall have the right to take all actions they deem necessary and appropriate to defend the claim, and shall be reimbursed by Licensee for all costs incurred in defending such claim as provided above in this section, including, without limitation, reasonable attorney fees.
- F. **Liability Insurance:** Licensee shall carry and keep in full force and effect from and after the date hereof and at all times during the Term broad-form commercial general liability insurance with limits as are reasonably required by the Owner from time to time, but initially in an amount of One Million Dollars (\$1,000,000) for each occurrence. Such insurance coverage shall include contractual liability coverage insuring Licensee's indemnities under this Agreement. Said commercial general liability and property damage insurance policies and any other insurance policies carried by Licensee shall (i) be issued

by insurance companies reasonably satisfactory to Owner; (ii) designate, as additional named insured, the Owner; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Owner may carry; (iv) provide for thirty (30) days' prior written notice to Owner of any cancellation or other expiration of such policy; and (v) contain contractual liability coverage insuring performance by Licensee of the indemnity provisions of this Agreement. In addition, all property damage insurance policies shall contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Owner. Licensee shall deliver to Owner either a copy of each such policy of insurance or a certificate evidencing the coverage required hereunder. Renewal certificates shall be provided by Licensee on an annual basis. Neither the issuance of any insurance policy required hereunder nor the minimum limits specified herein with respect to Licensee's insurance coverage shall be deemed to limit or restrict in any way Licensee's liability under this Agreement.

- G. **Waiver of Recovery:** Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, to the extent that such loss or damage is recovered under said insurance policies. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.
- H. **Costs and Expenses:** Further, Licensee agrees to pay all of Owner's costs and expenses, including, but not limited to, reasonable attorney fees, court costs, and interest incurred in any litigation commenced by Owner to collect or enforce indemnification obligations contained in this Article IV.
- I. **Protection Against Claims For Improper System:** In the event that any claim, demand or liability is made or asserted against Owner by any third party based upon allegations that material transmitted over Licensee's System results in infringement of copyright, libel or slander, illegal use, or unauthorized use thereof or other similar claims, Licensee shall indemnify, defend and hold harmless Owner and its agents and representatives from any and all such claims, demands, lawsuits and liability, including payment of Owner's legal fees.
- J. **Indemnification For Patent Infringement:** In the event that any claim, demand or liability is made or asserted against Owner by any third party based upon allegations that the System violates any patent laws, then, and in such event,

Licensee shall indemnify, defend and hold harmless Owner and its agents and representatives of and from any, and all such claims, demands, lawsuits and liability, including the payment of Owner's legal fees.

- K. **Non-Waiver of Indemnification:** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Owner of any applicable common law, statutory or constitutional limits on municipal liability available to Owner. No indemnification provision contained in this Agreement under which Licensee indemnifies Owner shall be construed in any way to limit any other indemnification provision contained in this Agreement.
- L. **Limitation of Liability:** Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Owner shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Owner's Poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Owner or those jointly using Owner's Poles may have upon the Attachments or the transmissions of Licensee, even if the cause of such effects may be attributable to negligence (including, to the fullest extent permitted by law and without limitation, Owner's sole negligence) on the part of Owner or its agents.
- M. **Disclaimer of All Warranties:** Owner makes no warranties under this Agreement and specifically disclaims and excludes all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. Owner further specifically disclaims any warranty or representation regarding the condition and safety of Owner's distribution Poles or other facilities.
- N. **Cumulative Remedies:** The rights, protections and remedies afforded Owner under the provisions under this Article and under other provisions of this Agreement are cumulative and not exclusive.

IV. PERMITS, LICENSES AND RIGHTS-OF-WAY

- A. In order to construct, place and maintain its System, Licensee is solely responsible for obtaining from various Federal, State, County and local authorities and private entities all necessary permits, licenses, rights-of-way, franchise agreements and property easements. The cost of such permits, licenses, rights-of-way, franchise agreements and property easements shall be borne by Licensee.

- B. Owner does not represent or warrant that any of its rights-of-way, easements or other similar rights entitle Licensee to access the property underlying Owner's distribution Poles or other facilities. Licensee shall use its best efforts to obtain such permits, licenses, rights-of-way, franchise agreements and property easements. Upon request, Licensee shall provide to Owner copies of all such permits, licenses, rights-of-way, franchises, agreements and property easements. Licensee shall continue to maintain all such required authorizations and consents during the term of this Agreement.
- C. Nothing in this Agreement shall operate to impose any obligation or responsibility on Owner for Licensee's failure to obtain all necessary permits, licenses, rights-of-way, franchise agreements and property easements, and Licensee shall indemnify and hold harmless Owner, its directors, officers and employees, from and against any and all claims and demands including any attorney and/or legal fees or costs incurred by Owner which result from claims of governmental bodies, owners of property, or others that in any way result from Licensee not having a sufficient right or authority for placing and maintaining Attachments on Owner's Poles.

IV. NON-EXCLUSIVE

- A. Owner grants Licensee non-exclusive rights for its Attachments on Poles. Owner does not suggest, imply or guarantee that Licensee will have sole occupancy of a Pole.
- B. The space available on a Pole for Licensee's proposed Attachments may be limited by previously-authorized attachment permits and Shared-Use or Joint-Use Agreements with third parties. Absence of the physical presence of a third-party attachment is not an indication of space availability.
- C. Nothing in this Agreement shall limit, restrict, or prohibit Owner from utilizing the Communications Space on Poles for its own System facilities.

VI. ATTACHMENT AND INSTALLATION PROCEDURES

No attachment, placement or installation shall be made by Licensee on any Poles before written permission is received from Owner. The procedure and forms to be used in making application and receiving permission for attachment, placements or installations shall be as provided for as described in this Agreement. Such permission shall not be unreasonably withheld, conditioned or delayed. In addition to any application fees, Licensee shall pay Owner for any Estimated Costs incurred, as herein defined.

VII. CODES, RULES, AND STANDARDS

Licensee's facilities, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the latest revision of the National Electrical Safety Code ("NESC"), as the same may be amended from time to time, the National Electrical Code ("NEC"), the regulations of the Occupational Safety and Health Act ("OSHA"), North Carolina Department of Transportation ("NCDOT"), any requirements or regulations set forth by the City of Washington Public Works Department and in compliance with any rules or orders now in effect or that may hereafter be issued by Owner or other authority having jurisdiction. Licensee's Attachments shall be made in accordance with Exhibit A and any revisions which may be made to that Exhibit by Owner. Licensee further agrees that its facilities will meet the specifications, standards, and requirements of Owner's electric construction standards and electric service policy, as may be applicable.

VIII. OVERHEAD APPLICATION REQUIREMENTS

- A. Before making Attachments to any Poles, including the overlash of existing Attachments, Licensee shall make application and receive a Permit therefore, with respect to each Pole in the form of Exhibit B.
- B. The method and location of installation of Attachments on Poles must first be approved by Owner. Such approvals shall not be unreasonably withheld, conditioned or delayed. Licensee shall furnish Owner with a construction drawing indicating the location of and specifying the type of Attachment to be installed with a target date for completion. Authorized Pole Attachments under this Agreement are restricted to the designated locations indicated in Exhibit A, and shall not be placed within the power supply space, except as shown for electric service to System facilities.
- C. The Licensee shall remit a non-refundable application fee contained in Exhibit D to accompany each Permit application. This fee may be adjusted no more frequently than annually to reflect changes in the engineering, administrative and processing costs of Owner in reviewing permit applications.
- D. There shall be an additional Pole Attachment Fee for Licensee to overlash its own Attachments. Licensee shall indicate on its application for overlash the projected sag of the conductors resulting from the additional weight of the proposed cables or wires and shall make request for Make Ready work when such sag will necessitate additional clearance on Owner's poles or from the facilities of other Shared Users to meet mandated separation between facilities or clearance over the ground. Overlashed Attachments shall be deemed Attachments for all purposes under this Agreement except for the purpose of calculating the Pole Attachment Fees. Overlashing of Licensee's facilities by any third-parties (whether affiliated or otherwise) is prohibited absent a separate License Agreement with Owner.

- E. After Licensee has completed Make-Ready work and attaching to Owner's poles, Licensee's Engineer shall provide a letter stating that the installation has been completed and complies with NESC, NEC, OSHA, NCDOT, and local codes.
- F. Owner will at intervals not exceeding five (5) years perform an actual inventory of the Pole Attachments in all or in part of the territory covered by this Agreement, for the purpose of checking and verifying the number of Poles on which Licensee has Attachments. Such field check shall be made jointly by both parties and shall be at Licensee's Expense.
- G. Notwithstanding any other remedies available to Owner, if through an inventory or other means, Owner discovers that Licensee has made Pole Attachments, including overlashing, without first obtaining a Permit from Owner, in the absence of evidence to the contrary that is satisfactory to Owner, the Attachment shall be treated as having existed for a period beginning on the effective date of this Agreement or the date of the last pole inventory, whichever is shorter, and Licensee shall immediately pay the fee for each such Attachment, at the appropriate rate for each year and for any portion of a year contained in such period. No act or failure to act by Owner with regard to said fee or said unlicensed use shall be deemed as a ratification of the unlicensed use, and if any Permit for an Attachment should be subsequently issued, said Permit shall not operate retroactively or constitute a waiver by Owner of any of its rights under this Agreement.

IX. ELECTRIC SERVICE TO POWER SUPPLIES

- A. Licensee, in order to receive electric service, at each point of delivery, from Owner to operate its respective power supplies, shall install at Licensee's expense, and maintain thereafter, its service entrance conductors in accordance with Licensor's instructions. The first point of delivery and additional points at random shall be metered with each metered point having maximum connected load. Owner, at its expense, reserves the right to remove and to reinstall these meters at any time.
- B. Licensee shall may make a cash deposit in an amount listed in the Owner's Manual of Fees and Charges for each point of delivery at the time Licensee makes application for services; said deposits will be returned by Owner to Licensee upon (a) the termination of this Electric Service Agreement and (b) full settlement by Licensee for electric service herein received or at such time as revised regulations may provide.
 - 1. Licensee shall (a) make written application to Owner at Owner's business office, Municipal Building or other designated places (b) present an "Application for Electric Service", (c) sign service contract

and (d) submit an approved certificate of electrical inspection for each and every point of delivery desired; after which Owner's designated representative will make the electrical connection between the two respective systems.

2. Owner will invoice Licensee monthly for services rendered at each point of delivery established herein and payment made to Licensor by Licensee all in accordance with rules and regulations of the Owner's governing utility service to the public. Monthly kilowatt-hours (kWh) for billing purposes, at each point of delivery, shall be estimated to equal the average kWh of the above metered locations until said meters are removed after which time the billing kWh at each point of delivery shall be estimated to equal the average of monthly averages as determined above. The connected load supplied from each point of delivery is considered the same.

X. REARRANGEMENT AND RELOCATION OF POLE ATTACHMENTS AND POLE REPLACEMENT ("MAKE READY WORK")

- A. Should any Pole or Poles to which Licensee desires to make Attachments be deemed inadequate by either Licensee or Owner to support the additional facilities in accordance with the specifications herein, Licensee shall indicate on Exhibit B the Make Ready work requested to rearrange, transfer, or replace Owner's facilities as necessary to provide adequate space or Poles for its Attachments.
- B. In the event that Licensee requests Make Ready work and Owner agrees to perform such work, Owner shall prepare a cost estimate for Make Ready work. When a request has been approved and Owner has received payment for the Estimated Cost, Owner will proceed with the Make Ready work.
- C. Licensee shall reimburse the owner or owners of other facilities attached to Owner Poles for any expense incurred by them for rearranging or transferring such facilities in order to accommodate Licensee's facilities.
- D. In the event that Owner chooses to have Licensee perform Make Ready work, Licensee, upon completion of the work, shall provide a letter sealed by an Engineer stating that the installation has been completed and complies with NESC, NEC, OSHA, NCDOT, and local codes.
- E. Licensee shall maintain appropriate clearances, as determined by Owner in accordance with applicable legal, operational and contractual requirements, on all poles with all Shared Users on all poles.

XI. ANCHOR ATTACHMENTS

- A. Licensee shall, at its own expense and to the satisfaction of Owner, place guys and anchors to sustain any unbalanced loads caused by Licensee's Attachments. When, in unusual circumstances, Licensee determines that it is necessary or desirable for it to attach its guys to anchors owned by Owner, it may make application to do so in a manner similar to that outlined in Article IX above for application to make Pole Attachments. In such circumstances, all the provisions of this Agreement that are applicable to Poles shall also be separately applicable to anchors. In the event that any anchor to which Licensee desires to make Attachments is inadequate to support the additional facilities in accordance with the aforesaid specifications, Owner will notify Licensee of the changes necessary to provide an adequate anchor, together with the Estimated Cost thereof to Licensee. Licensee will compensate Owner in advance for the Estimated Cost for changing the anchor.
- B. For anchors in place to which Licensee wishes to attach, Licensee shall pay to Owner a one-time installation fee, as set forth in Exhibit D upon initial installation only, for the use of each of Owner's anchors to which attachments are made.

XII. INSTALLATION OF GROUNDS

When Owner is requested by Licensee to install grounds or make connections to Owner's electric system neutral, Licensee shall reimburse Owner for the Actual Costs for initial installation, any maintenance, removal or relocation within 30 days of work being completed.

XIII. POLES NOT ALLOWED TO BE SHARED

Upon notice from Owner to Licensee that the use of any Pole is forbidden by municipal authorities or property owner, the Permit covering the use of such Pole shall immediately terminate and the cables, wires and appliances of Licensee shall be removed from the affected Pole within fourteen (14) days.

XIV. REMOVAL OF ATTACHMENTS FOR OVERHEAD TO UNDERGROUND CONVERSION

Upon notice from Owner to Licensee that Owner's electric system is to be converted from overhead to underground in a specified area and the Poles will be removed, the Permit covering the use of said Poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed from the affected Poles within thirty (30) days.

XV. CODES, RULES, AND STANDARDS

Licensee's facilities, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the latest revision of the National Electrical Safety Code ("NESC"), as the same may be amended from time to time, the National Electrical Code ("NEC"), the regulations of the Occupational Safety and Health Act ("OSHA") and in compliance with any rules or orders now in effect or that may hereafter be issued by Owner or other authority having jurisdiction. Licensee's Attachments shall be made in accordance with Exhibit A and any revisions which may be made to that Exhibit by Owner. Licensee further agrees that its facilities will meet the specifications, standards, and requirements of Owner's electric construction standards and electric service policy, as may be applicable.

XVI. REMOVAL OF ATTACHMENTS

- A. Licensee may at any time remove its Attachments from any Pole of Owner, but shall give Owner written notice within fourteen (14) days of such removals in the form of Exhibit C. No refund of any Pole attachment fee will be due on account of such removal.
- B. When Licensee desires to transfer its Attachments from an existing alignment of Owner's Poles to a new alignment, notice of removal in the form of Exhibit C and an application for Attachment to the new poles shall be submitted along with the appropriate Permit Application Fee for processing by Owner. For removals only, a Removal Verification Fee in the amount specified in Exhibit D shall be submitted.
- C. In the event that Owner replaces or relocates a Pole in an existing alignment, Licensee will be notified by Owner of the need to relocate, remove, or reattach its facilities. Submittal of notice of removal from the existing Pole and a permit to attach to the new Pole shall be made by the Licensee, but no fees are required.
- D. In any event that Owner gives notice of the removal, replacement, or relocation of a Pole to which Licensee is attached, the Permit covering the use of said Poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed from the affected Poles within fourteen (14) days. If Licensee has not removed their equipment from the affected poles after fourteen (14) days, the attachments will be deemed Unauthorized Attachments under Section XXXIX and all penalties and fees specified shall apply.
- E. After Licensee has completed the installation to Owner's poles, Licensee's Engineer shall provide a letter stating that the installation has been completed and complies with NESC, NEC, OSHA, NCDOT, and local codes.

XVII. ELECTRICAL DESIGN SPECIFICATIONS

- A. Separation of communication and electrical conductors shall be as stipulated in the National Electrical Safety Code and as per Owner's construction standards.
- B. Licensee shall not circumvent nor impair Owner's corrosion mitigation measures.
- C. Licensee cable shall be compatible with Owner's facilities so as not to damage any facilities of Owner by corrosion or otherwise. Licensee shall be liable to Owner for any damages occasioned by such corrosion or otherwise.

XVIII. PHYSICAL DESIGN SPECIFICATIONS

- A. All System facilities shall be located and installed per Exhibit A in addition to complying with the applicable codes and other requirements specified in this Agreement. Except as noted, wireline System facilities shall be located in the Communication Space on Owner's poles, hereby defined to be 18 ft. to 21 ft. above the ground, with a minimum separation of 40" to the nearest current-carrying conductor or electric component located in the power space, with the exception that a 12" separation below the drip loop of a street light may be allowed.
- B. In addition to code requirements, all System facilities not mounted to the pole itself shall maintain a minimum clearance above ground that meets all applicable codes from the authority having jurisdiction. Pole-mounted facilities must be securely attached to the pole itself, not to any Owner equipment or street light arm. There shall be no more than a combined total of a) two (2) System risers or b) one (1) System riser and one (1) System device attached to any pole by Licensee and other Shared Users. If Owner has a device in the communications space, then no System device may be placed on that pole by Licensee.
- C. Licensee may not locate points of delivery for electric service on Owner's poles or within the public right-of-way unless it owns that right-of-way or has a franchise agreement to utilize it.
- D. Cables, fibers, wires and similar signal-carrying System facilities passing by a Pole must be attached to that Pole in accordance with this Agreement.
- E. Risers for transition between overhead and underground distribution must be securely attached to the Pole per Owner's construction standards. Owner may limit the number and specify the orientation of Licensee's risers on a Pole.

- F. Excess cable or wire and splices, junction boxes, and similar appurtenances associated with the System shall be securely and neatly attached to Poles or the Licensee's supporting strand; they shall not be left unsupported or swinging free. Conduit attached to poles shall have sufficient straps or brackets to hold it securely to the pole throughout its length. Clearances specified by the NESC and Owner's construction standards must be maintained for all portions of Licensee's System facilities. Such facilities may require rental of additional space at adjacent poles to provide adequate clearances throughout the span.
- G. All wireline Attachments to the non-neutral side of a Pole must utilize stand-off brackets per Owner Construction Standards. No wireline Attachment may be made to the non-neutral side of a Pole without the specific written permission of Owner. Applications for Attachment must clearly indicate if non-neutral-side Attachment is being requested.
- H. Licensee shall clearly identify its ownership of its System facilities at each and every location with distinctive, durable, color-stable, tamper-, and weather-resistant labels or tags visible from the ground or manhole opening.

XIX. WORK RULES

- A. Any leak detection liquid or device used by Licensee's agents, employees or contractors shall be of a type approved in writing by Owner.
- B. When Licensee, its agents, employees or contractors are working around any part of Owner's Poles located in the streets, alleys, highways, or other public rights-of-way or easements granted to Owner, the protection of persons and property shall be provided by Licensee in an adequate and satisfactory manner; Licensee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs and other similar devices to protect all traffic, persons and property around the work area from danger.
- C. Owner's authorized representative shall have the authority to terminate Licensee's work operations around Owner's Poles if, in the sole discretion of Owner's authorized representative, any hazardous condition arises or any unsafe practice is being followed by Licensee's agents, employees or contractors. Said discretion shall not be unreasonably executed.

XX. EMERGENCY CONDITIONS

In cases of emergency:

- A. Owner's work shall take precedence over any and all operations of Licensee.

- B. Owner may rearrange Licensee's Attachments and related facilities at Licensee's Expense when necessary to make maximum use of its electric system or to effect repairs.
- C. Licensee shall provide Owner a point(s) of contact for emergency and non-emergency twenty-four (24) hour service.

XXI. DECOMMISSIONING

Owner may, in its sole judgment, remove any Poles not needed for its service requirements; and Licensee shall, upon written notification from Owner, remove its Attachments from such Poles within a reasonable period of time not to exceed thirty (30) days.

XXII. INSTALLATION, MAINTENANCE AND RELOCATION OF FACILITIES

- A. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and in thorough repair, and in a manner satisfactory to Owner and so as not to interfere with Owner's use of its facilities, or by other companies using said facilities, or interfere with the use and maintenance of facilities which may from time to time be placed thereon. Licensee shall, at its own expense, within fourteen (14) days of notification from Owner (unless in Owner's sole discretion safety, emergency, power supply, restoration efforts or construction schedules require Licensee to take corrective action within a shorter period), remove, relocate, replace, or renew its Attachments and facilities placed on said facilities, or transfer them to substitute facilities, or perform any other work in connection with the said Attachments and facilities that may be required by Owner.
- B. Should the Licensee fail to remove, relocate, replace or renew its facilities, fail to transfer its Attachments to the new pole or fail to perform any other work required of Licensee under Section A or B, immediately above (collectively, "Maintenance and Relocation"), after the date reasonably specified by Owner for such Maintenance and Relocation ("Maintenance and Relocation Date"), Owner will have the following rights, in addition to any other rights and remedies available under this Agreement:
 - 1. The Licensee shall pay the Owner the penalties specified in Exhibit D.
 - 2. The cost incurred by Owner to return to the job site to inspect the status of Licensee's work and, as applicable, the cost incurred by Owner to remove the old pole will be paid by the Licensee.
 - 3. Owner may, at Licensee's sole risk and without warranty of any kind, perform such Maintenance and Relocation work, including the removal

of Licensee's System, and Licensee shall, on demand, reimburse Owner for the full expenses thereby incurred. Owner may also abandon a Pole, or portion thereof, transferring responsibility for removing the abandoned facility to the Licensee.

The intent of this subsection is to ensure timely Maintenance and Relocation.

- C. Nothing in this Section shall operate to impose any liability upon Owner for any loss or injury arising directly or indirectly from Licensee's failure to conform to applicable technical requirements and specifications, and nothing in this Section shall operate to relieve or in any way limit Licensee's obligations to indemnify Owner under this Agreement.

XXIII. CHARGES FOR INCOMPLETE WORK

In the event that a request for attachments made by Licensee is canceled, Licensee shall reimburse Owner for the Actual Costs incurred by Owner prior to receiving written notification of the cancellation plus any additional costs Owner incurs to remove Licensee's system from Poles.

XXIV. INSPECTION

Owner reserves the right to inspect and/or verify each new installation or removal of Licensee and to make periodic inspections and verifications, as conditions may warrant, of that portion of Licensee's System that is attached to Owner's Poles. Such inspections and/or verifications, or the failure to make such, shall not operate to relieve Licensee of any responsibility or obligation or liability assumed under this Agreement; nor shall such inspections and/or verifications operate to impose any liability or responsibility on Owner for Licensee's Attachments. Owner's inspector shall have the right to stop the installation work of the Licensee until any violations of this Agreement have been rectified.

XXV. USE OF CONTRACTORS

Licensee shall require its contractors (and, in turn, their subcontractors) to comply with the work rules and other operating requirements of Owner under this Agreement and with the insurance and indemnification obligations of Licensee under this Agreement as if each such contractor were the Licensee for purposes of this Agreement. Licensee shall ensure that Owner is an intended third party beneficiary of such requirements with enforceable rights against each such contractor, and that such rights are enforceable against each such contractor (and their subcontractors) in the same manner and to the same extent as Owner has such rights against Licensee under this Agreement. Without limitation of the other requirements of this Agreement, Licensee shall

indemnify Owner for all liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) arising from its failure to comply with the requirements of this Article.

XXVI. ASSIGNMENT OR TRANSFER RIGHTS OF INSTALLATION

Licensee shall not assign, transfer, sublease or resell the rights of attachment hereby granted to it, or the rights to use facilities so attached to Owner's Poles without prior consent in writing of Owner, which consent shall not be unreasonably delayed, conditioned or withheld. Failure of Licensee to give such notice and obtain Owner's consent shall be cause for termination of this Agreement. Owner agrees to provide written notification of its approval or disapproval of any request requiring consent within thirty (30) days of Licensee's notice.

XXVII. ADDITIONAL PROVISIONS

- A. The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or conditions of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by authorized parties in writing.
- B. Nothing herein will create a partnership or joint venture between the parties nor result in a joint communications service offering to the customers of either Licensee or Owner.
- C. Licensee shall not, without the prior written consent of Owner use any of its facilities attached to Owner's Poles for any purpose other than that provided in this Agreement. Whenever, in the reasonable judgment of Owner, Licensee has used its facilities for any purpose not authorized herein, Owner shall forthwith notify Licensee. Upon receipt of such notice, Licensee shall as promptly as practicable (and in no later than twelve (12) hours after receipt of such notice) cease such use complained of in the notice. Failure to do so or repeated unauthorized use shall constitute a default of Licensee's obligations and, notwithstanding any other provision of this Agreement; Owner may at its option forthwith terminate this agreement.
- D. No subsequent agreement between Owner and Licensee concerning pole attachment arrangements shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

- E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
- F. The Parties acknowledge and agree that this Agreement constitutes the entire Agreement between Owner and Licensee, and supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. This Agreement may not be modified or terminated excepted as provided herein.
- G. Licensee and Owner acknowledge and agree that all material terms and conditions of this Agreement, including but not limited to the compensation requirements specified in Articles III and are essential and non-severable components of this Agreement, and that if any such material requirements are held to be unenforceable under applicable law, this Agreement shall thereupon terminate.
- H. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

XXVIII. NOTICE

Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below or as otherwise provided for by proper notice hereunder and the effective date of any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing.

If to the Owner:

City: City of Washington

Attention: Keith Hardt, P.E., Electric Utilities Director

Address: Post Office Box 1988 / 102 East Second Street

City: Washington State: NC Zip: 27889

Phone: (252) 975-9300 Fax: (252) 946-1965

Email: khardt@washingtonnc.gov

If to the Licensee:

Licensee: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

XXIX. RIGHTS

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, to others not parties to this Agreement, to use any Poles covered by this Agreement; and Owner shall have the right to continue and extend such rights or privileges to subsequent licenses. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

XXX. COMPENSATION

- A. Licensee shall pay to Owner the Fees as specified in Exhibit D and as adjusted from time to time in accordance with Exhibit D. Said rentals shall be payable quarterly, in advance, on the first day of January, April, July, and October of each year during which this agreement remains in effect. Such fees are calculated beginning from the quarter in which the Permit was issued. There is no prorating of these fees for rentals of less than one full quarter.
- B. If Owner does not receive any fee or other amount owed within thirty (30) days after it becomes due, Licensee, upon receipt of ten (10) days written notice, shall pay a late charge to Owner, compounded daily from the date due until the date paid, at the rate of one percent (1.5%) per month on the balance of the unpaid amount.

XXXI. EXPENSES

Licensee shall be responsible for reimbursing Owner for all expenses as stated throughout this Agreement. Such expenses shall include all engineering, labor, overtime and double time labor, material, transportation and equipment used for Licensee work to be inclusive of all loading, interest and administrative costs. Non-payment of an invoice shall constitute a default of this Agreement.

XXXII. TERM

- A. This Agreement shall become effective on the Contract Date above written; and if not terminated in accordance with the provisions herein, shall continue in effect for a term of one (1) year from the Contract Date and shall thereafter automatically renew for subsequent one (1) year terms until terminated as provided herein. In addition to other termination rights provided elsewhere in this Agreement, either party may terminate the Agreement at any time by giving at least six (6) months prior written notice. Such termination in no way exempts payment for Pole attachments prior to the actual removal of all facilities. Upon termination of the Agreement in accordance with any of its terms, Licensee after receiving notice of intent to terminate shall immediately remove its cables, wires and appurtenances from all Poles of Owner. If not so removed, Owner shall have the right to remove them at Licensee's expense and without any liability therefore, and Licensee agrees to pay the Actual Costs thereof within thirty (30) days after it has received an invoice from Owner.
- B. Any of Licensee's System not removed by Owner upon termination of this contract shall become the property of Owner, which shall assume no liability for the interruption of service to parties served by the Licensee's System nor obligation for continued operation of said System.

XXXIII. UNAUTHORIZED ATTACHMENTS; SURVIVAL

- A. Unauthorized Attachments to Poles shall immediately be submitted for permitting within fourteen (14) days of written notice by Owner. Such permitting shall be at the sole discretion of Owner but shall not unreasonably be withheld. All provisions of this Agreement shall be complied with and installation of unauthorized Attachments immediately suspended until permits have been duly obtained.
- B. Unauthorized Attachments which are not subsequently permitted by Owner shall be removed within thirty (30) days of written notice by Owner. If not so removed, Owner shall have the right to remove them at Licensee's expense and without any liability therefore, and Licensee agrees to pay the Actual Costs thereof within thirty (30) days after it has received an invoice from Owner. Any of Licensee's unauthorized Attachments not removed by Owner shall become the property of Owner, which shall assume no liability for the interruption of service to parties served by the Licensee's System nor obligation for continued operation of said System.
- C. In addition to the provisions of this Article, a penalty as specified in Exhibit D shall be assessed Licensee for each unauthorized Attachment.
- D. Notwithstanding any termination or non-renewal of this Agreement or other provision in this Agreement to the contrary, the obligations (but not the rights) of Licensee under this Agreement shall apply to any unauthorized

Attachment or other unauthorized use of Owner's system, facilities, or other property and shall continue to apply to any authorized Attachment or other authorized use for so long as Licensee continues to use Owner's system, facilities, or other property. All obligations, including but without limitation requirements for indemnification and obligations to pay fees and charges, which by their nature should survive termination of this Agreement, shall survive termination.

XXXIV. DEFAULT

If Owner or Licensee shall fail to comply with any of the terms or provision of this Agreement, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from the other party to correct such default or non-compliance, the party may, at its option, terminate this Agreement. In the event of such default, Owner shall be entitled to recover the full amount due under this Article plus any reasonable expenses or collection including attorneys' fees and court costs.

XXXV. JURISDICTION

Any and all disputes arising out of this Agreement shall be governed, construed and enforced according to the laws of the State of North Carolina. All actions relating to the validity, construction, interpretation and enforcement of this Contract shall be instituted and litigated in the Courts of North Carolina, in accordance herewith the parties to this Contract submit to the jurisdiction of the courts of North Carolina, located in Beaufort County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in FOUR (4) counterparts, each of which shall, without proof or accounting or other counterparts, be deemed an original agreement document.

By _____

ATTEST:

Title _____

Secretary

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

ATTEST:

By _____

Electric Utilities Director

City Clerk

EXHIBIT LISTING

Exhibit A - Pole Attachment Specifications

Exhibit B - Pole Attachment Application

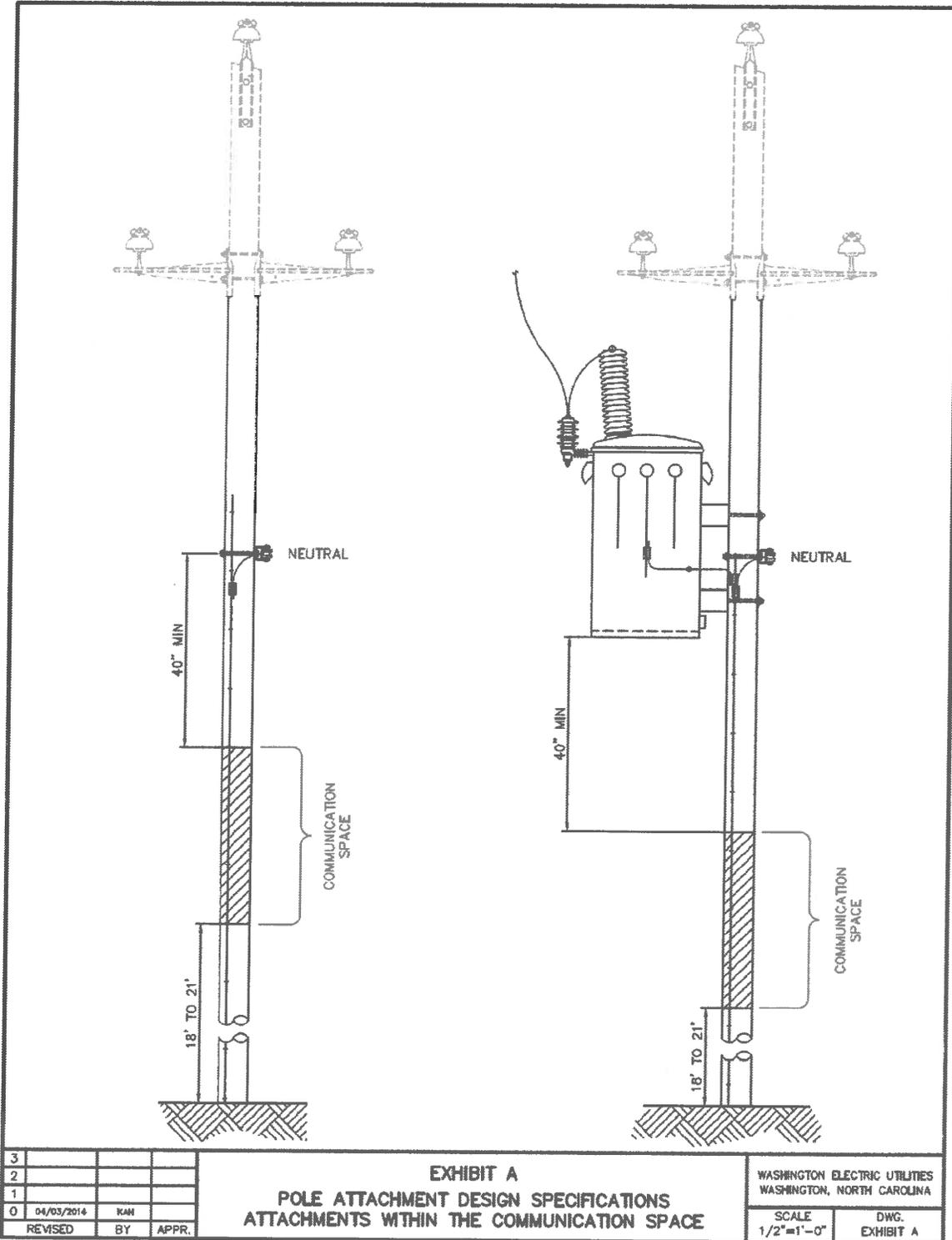
Exhibit C - Notice of Removal of Pole Attachment

Exhibit D - Fee Schedule

DRAFT

EXHIBIT A

(Owner's Pole Specification Drawing showing Supply Space,
Communication Space and Clearances - NOT TO SCALE)



| | | | |
|---|------------|-----|-------|
| 3 | | | |
| 2 | | | |
| 1 | | | |
| 0 | 04/03/2014 | RAN | |
| | REVISED | BY | APPR. |

EXHIBIT A
POLE ATTACHMENT DESIGN SPECIFICATIONS
ATTACHMENTS WITHIN THE COMMUNICATION SPACE

| | |
|---|-------------------|
| WASHINGTON ELECTRIC UTILITIES WASHINGTON, NORTH CAROLINA | |
| SCALE 1/2"=1'-0" | DWG. EXHIBIT A |

EXHIBIT B

Application

(valid for 180 days)

Date of Application: _____

Cable Company Assigned Permit or Reference Number: _____

License # _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

City of Washington:

In accordance with the terms of Agreement dated _____, application is hereby made for license to make attachments to the following poles located in and in vicinity of:

City of Washington located in Beaufort County, North Carolina

Number of proposed Attachments (not including "Overlashes") to be made to Owner's Poles:

Number of proposed Overlashes to be made to Owner's Poles:

Number of proposed Power Supplies to be attached to Owner's Poles:

Number of "lift pole attachments" or "service drops" being reported with this exhibit:

Number of Other Attachments not defined above to be attached to Owner's Poles:

Location of Attachments:

It is requested that the make-ready work be completed on or about:

_____, 20____

(Licensee)

By: _____

Title: _____

Phone Number: _____

Email: _____

(Licensee)

PERMIT FOR POLE ATTACHMENTS

Permit granted _____, 20_____, subject to your approval of the following make-ready work at an estimated cost to you of \$ _____, payable in advance.

Actual cost less this estimated cost will be payable within 60 days of completion of make-ready work described in the attached documents.

(Owner)

By: _____

Title: _____

Phone Number: _____

The above charges for the changes and arrangements approved.

(Licensee)

By _____

Title _____

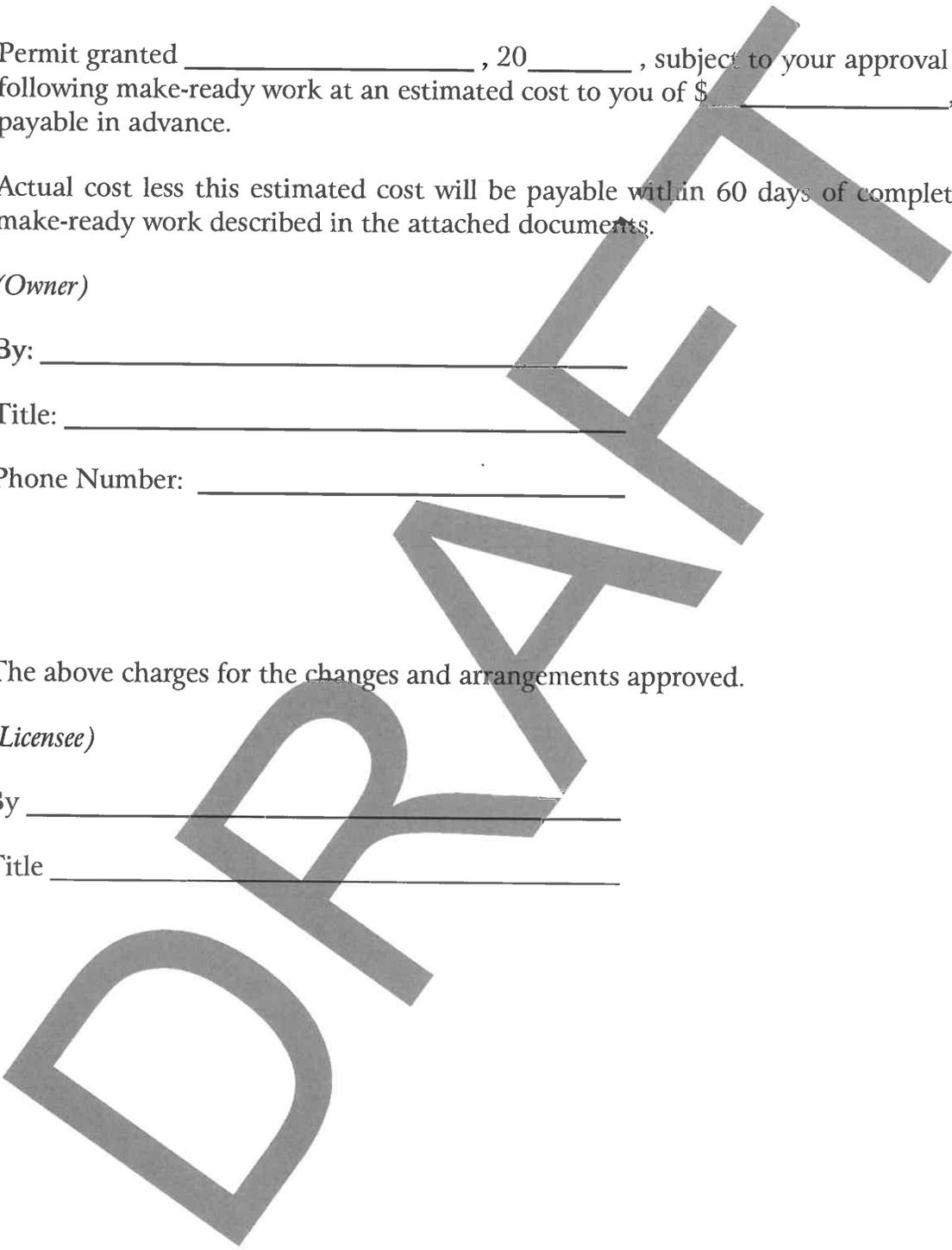


EXHIBIT C

Notice of Termination

Date of Notice: _____

Cable Company Assigned Permit or Reference Number: _____

License # _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

City of Washington:

In accordance with the terms of Agreement dated _____, application is hereby made for license to remove its attachments from the following poles located in:

City of Washington located in Beaufort County, North Carolina

Number of Attachments to be removed: _____

Number of Overlashes to be removed: _____

Number of Power Supplies to be removed: _____

Number of "lift pole attachments" or "service drops" being removed with this exhibit:

Location of Attachments:

(Licensee)

By: _____

Title: _____

Phone Number: _____

Email: _____

Removal of above referenced attachments is acknowledged:

_____, 20____

(Owner)

By: _____

Title: _____

Phone Number: _____

EXHIBIT D

Fee Schedule

I. Permit Fees:

The Permit Fees, effective as of the date of this agreement__, are as follow:

Permit Application Fee, pole route up to 10 continuous poles: \$50.00

Per pole for continuous poles greater than 10 poles: \$2.50

Permit Application Fee, per pole span of overhead route to be overlashed: \$25.00

Removal Verification Fee, per pole: \$10.00

On or before 30 September 2014, and on or before 30 September of each year thereafter, Owner shall establish and notify Licensee of the rate to become effective as of January 1 of the following year. Adjustments shall be made to reflect changes in Owner's projected labor costs associated with processing Attachment requests during the applicable period.

A separate Permit application shall be made for each type of request.

II. Pole Attachment Fees:

Effective as of the date of this agreement, the annual Pole Attachment Fee is \$19.740 for each foot of a single side of an Owner Pole required by an Attachment and its associated separation to meet NESC clearances and Owner Construction Standards. The attachment fee for a meter center and disconnect placed on an Owner Pole will be billed as three (3) feet. Other facilities attached to Poles will be billed based on the actual space encumbered by the equipment. There is no charge for the space occupied by risers.

On or before 30 September 2014, and on or before 30 September of each year thereafter, Owner shall establish and notify Licensee of the rate to become effective as of January 1 of the following year. All adjustments shall be made in accordance with the following rate calculation:

The Initial Fee and the subsequently adjusted Pole Attachment Fee (together, the "Fee") shall be adjusted annually to equal the purchasing power of the previous year, except that in no event shall the amount of the Fee decrease in any year. The Fee shall be adjusted by any change in the index now known as

the U.S. Department of Labor / Bureau of Labor Statistics / Consumer Price Index - All Urban Consumers / U.S. city average / All items / 1982-84=100. hereinafter referred to as the "Index". The parties agree that the January 2014 Index is 233.916. If such Index shall be discontinued with no successor or comparable successor Index, the parties shall attempt to agree upon a substitute formula, if the parties are unable to agree upon a substitute formula, Owner may at its discretion adopt a widely used comparable formula.

- A. The first adjustment shall be made effective as of 1 July 2015 and shall be accomplished by multiplying the Initial Fee by a fraction, the numerator of which shall be the January 2015 Index, the denominator of which fraction shall be the January 2014 Index.
- B. All succeeding adjustments to the Fee shall be made annually effective 1 January of the succeeding year and shall be accomplished by multiplying the then current Fees by a fraction, the numerator of which shall be the then current August Index and the denominator of which fraction shall be the August Index from the prior year.

III. Other Attachment Fees:

A. Anchor/Guy Attachment Fee:

Effective as of the date of this agreement, the annual anchor attachment fee is \$1.974

B. Service Drop Fee:

Effective as of the date of this agreement, the annual service drop fee is \$1.974

C. Adjustments

On or before 30 September 2014, and on or before 30 September of each year thereafter, Owner shall establish and notify Licensee of the rate to become effective as of 1 January of the following year. All adjustments shall be made in accordance with the following rate calculation:

The Initial Fee and the subsequently adjusted Pole Attachment Fee (together, the "Fee") shall be adjusted annually to equal the purchasing power of the previous year, except that in no event shall the amount of the Fee decrease in any year. The Fee shall be adjusted by any change in the index now known as the U.S. Department of Labor / Bureau of Labor Statistics / Consumer Price Index-All Urban Consumers / U.S. city average / All items / 1982-84=100. hereinafter referred to as the "Index". The parties agree that the January 2014 Index is 233.916. If such Index shall be discontinued with no successor or

comparable successor Index, the parties shall attempt to agree upon a substitute formula, if the parties are unable to agree upon a substitute formula, Owner may at its discretion adopt a widely used comparable formula.

1. The first adjustment shall be made effective as of 1 July 2015 and shall be accomplished by multiplying the Initial Fee by a fraction, the numerator of which shall be the January 2015 Index, the denominator of which fraction shall be the January 2014 Index.
2. All succeeding adjustments to the Fee shall be made annually effective 1 January of the succeeding year and shall be accomplished by multiplying the current Fees by a fraction, the numerator of which shall be the then current August Index and the denominator of which fraction shall be the August Index from the prior year.

IV. Penalty for Unauthorized Use of Owner Facilities:

- A. The Penalty Fees for unauthorized use of Owner facilities, effective as of the date of this agreement, are as follow:

Per pole: \$197.40 (or 10 times the current pole attachment fee, whichever is greater)

Per pole span of overhead route to be overlashed: \$197.40 (or 10 times the current pole attachment fee, whichever is greater)

Per anchor/guy attachment: \$19.74 (or 10 times the current anchor/guy fee, whichever is greater)

Per service drop attachment: \$19.74 (or 10 times the current service drop attachment fee, whichever is greater)

- B. Adjustment to Initial Fees: On or before 30 September 2014, and on or before 30 September of each year thereafter, Owner shall establish and notify Licensee of the Penalties to become effective as of 1 January of the following year.
- C. In addition to the Penalty above, an assessment for delinquent Pole Attachment shall be due Owner. The installation date for such calculations shall be set as the date of the most recent inventory of Attachments prior to the discovery of the unauthorized use.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: April 3, 2014
Subject: Ordinance: Adopt an ordinance to condemn as unsafe the structure located at 759 Carolina Avenue and award the demolition contract

Applicant Presentation: N/A
Staff Presentation: John Rodman, Community & Cultural Services
 Allen Pittman, Senior Building Inspector

RECOMMENDATION:

Motion A:

I move that the City Council adopt the ordinance condemning the structure located at 759 Carolina Avenue as unsafe and demolish and remove the structure.

Motion B:

I move that the City award the demolition contract to the lowest responsible bidder, St. Clair Trucking in the amount of four thousand five hundred dollars (\$4,500).

BACKGROUND AND FINDINGS:

The governing body of the City may adopt and enforce ordinances relating to residential buildings or structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, safety and welfare and identify circumstances under which a public necessity exists for the repair, closing or demolition of such buildings or structures.

If after a notice and hearing the Code Official determines that the property has not been properly maintained and failed to meet minimum standards an order is issued to require the owner to demolish and remove the building or structure.

PREVIOUS LEGISLATIVE ACTION

| | | | |
|--------------------|----------|----------------------------|-----------------|
| Complaint: | 12/11/13 | Order to Demolish: | 1/6/14, 3/10/14 |
| Notice of Hearing: | 12/20/13 | Time expired: | 3/21/14 |
| Hearing: | 12/30/13 | Notice of Council hearing: | 4/4/14 |

FISCAL IMPACT

____ Currently Budgeted (Account _____) ____ Requires additional appropriation
X No Fiscal Impact

SUPPORTING DOCUMENTS

Ordinance
 Bids Submitted

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 4/9/14 Date Concur but Recommend Denial ____ No
 Recommendation _____

Bids Submitted:

| | | |
|--------------------------|-------------------------------------|---------|
| St. Clair Trucking, Inc. | four thousand five hundred dollars | \$4,500 |
| TJ's Marine Construction | five thousand eight hundred dollars | \$5,800 |
| Steve T. Williams | five thousand nine hundred dollars | \$5,900 |

If the structure is removed or demolished by the City, the City shall sell the usable materials of the building. The amounts incurred by the City in connection with the demolition shall be a lien against the real property upon which the cost was incurred.

**AN ORDINANCE FINDING THAT THE BUILDING DESCRIBED HEREIN IN THE CITY
OF WASHINGTON IS CONDEMNED AS UNSAFE AND DIRECTING THAT IT BE
DEMOLISHED**

WHEREAS, the City Council of the City of Washington finds that the structure having an address of 759 Carolina Avenue, Washington, North Carolina and being owned by the heirs of Pearlie Howell Little, Jr., Lawrence Little, Augustine Little, and Janet Cosby is condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure located on said property should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his January 6, 2014 and/or March 10, 2014 Order to Remedy Defective Condition and Findings of Fact that was served on the property owner(s).

WHEREAS, the owner(s) of the structure have been given a reasonable opportunity to bring the structure into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-426 as well as pursuant to the Orders issued by the Senior Building Official in said Notice of Decision.

WHEREAS, said owner(s) have failed to comply with said Orders.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington as follows.

Section 1. The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 759 Carolina Avenue in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-426 *et seq.*

Section 2. The cost of the demolition and removal of the structure shall constitute a lien against the real property upon which the cost was incurred as provided in North Carolina General Statute § 160A-432.

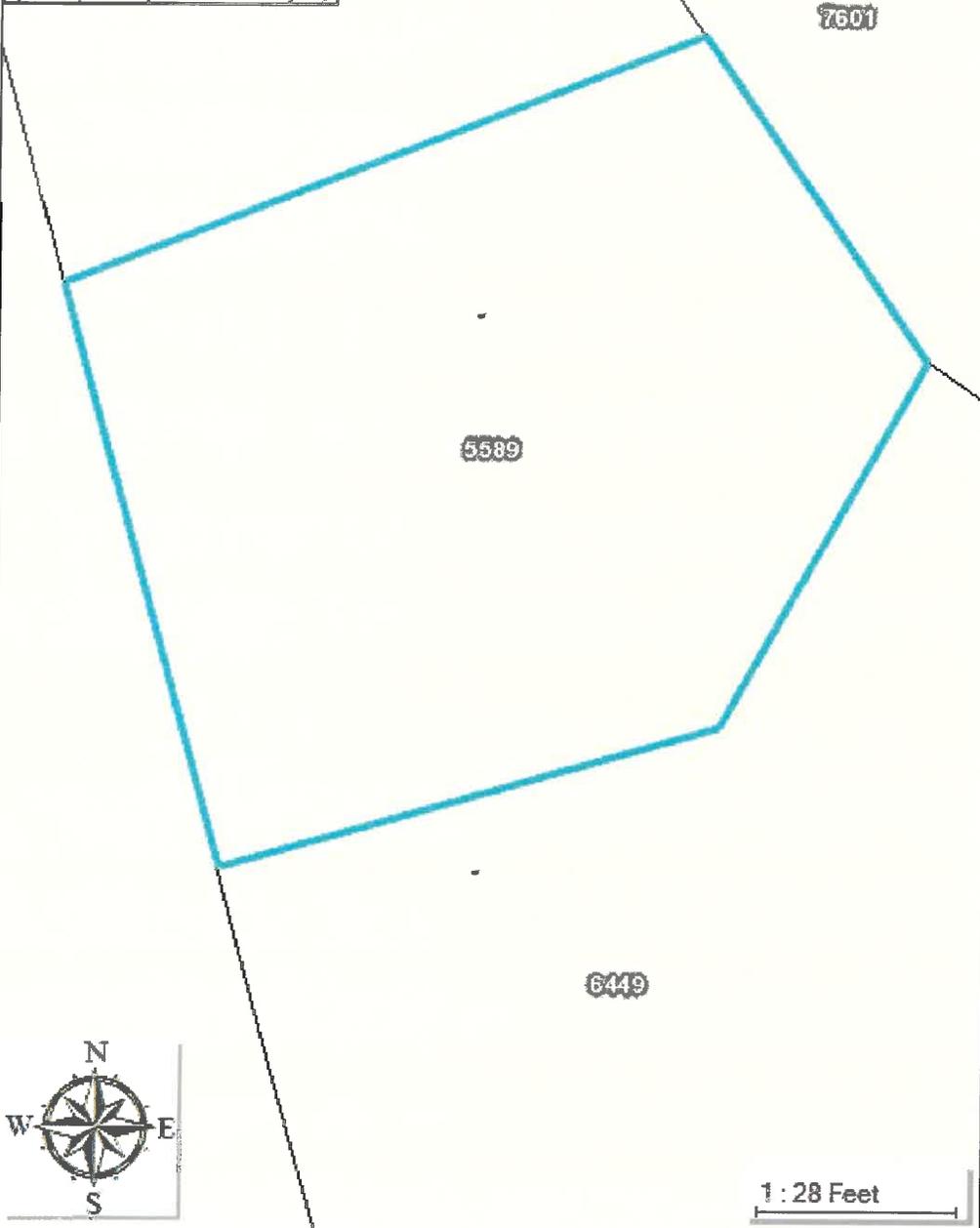
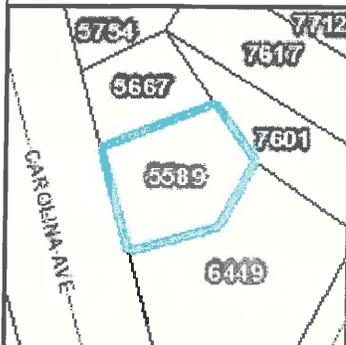
Section 3. This Ordinance shall be recorded in the Office of the Register of Deeds of Beaufort County, North Carolina.

This Ordinance shall become effective on this date of adoption April 14, 2014.

J. MacDonald Hodges, Mayor

Attest:

Cynthia S. Bennett, City Clerk



- Parcels No Aerial
- Property Land Owners
- GPIN
- Interior Tract Lines
- Centerlines
- County Line
- County Line (Solid)
- State

| | | |
|-------------------------------|--------------------------------|----------------------------------|
| <u>OBJECTID</u> | <u>PIN</u> | <u>GPIN</u> |
| 8266 | 01017009 | 5676-71-5589 |
| <u>GPIN LONG</u> | <u>OWNER NAME</u> | <u>OWNER NAME2</u> |
| 5676-71-5589 | LITTLE PEARLEY HOWELL JR | COSBY JANET |
| <u>MAILING ADDRESS</u> | <u>MAILING ADDRESS2</u> | <u>CITY</u> |
| % LAWRENCE LITTLE | 6009 WEST COLUMBIA AVE | PHILADELPHIA |
| <u>STATE</u> | <u>ZIP</u> | <u>PROPERTY ADDRESS</u> |
| PA | 19151 | 759 CAROLINA AVE |
| <u>ACRES</u> | <u>ACCT_NBR</u> | <u>MAP SHEET</u> |
| 0 | 892801 | 567620 |
| <u>NBR_BLDG</u> | <u>DATE</u> | <u>DEED BOOK and PAGE</u> |
| 4 | 03/17/2009 | 1678/0528 |
| <u>LAND_VAL</u> | <u>BLDG_VAL</u> | <u>DEFR_VAL</u> |
| 54418 | 21456 | 0 |
| <u>TOT_VAL</u> | <u>NBHD_CDE</u> | <u>NBHD_DESC</u> |
| 75874 | AC1 | ZONE 1 AVERAGE COMMERCIAL |
| <u>SUB_CDE</u> | <u>SUB_DESC</u> | <u>STAMPS</u> |
| | | 0 |
| <u>SALE PRICE</u> | <u>ZONE</u> | <u>LAND USE</u> |
| 0 | B2 | |
| <u>DISTRICT</u> | <u>PROP_DESC</u> | <u>MBL</u> |
| 1 | 1 LOT 759 CAROLINA AVENUE | 567620134 |
| <u>EXEMPT PRO</u> | <u>EXEMPT_AMT</u> | <u>ROAD TYPE</u> |
| | | P |
| <u>CENSUS_BLO</u> | <u>FLOOD_PLAI</u> | <u>PREV_ASSES</u> |
| | - | 75874 |
| <u>YR_BUILT</u> | <u>NBR_STORIE</u> | <u>SQ_FT</u> |
| 1900 | 1 | 1032 |
| <u>NBR_BED</u> | <u>NBR_BATHS</u> | <u>EFF_YR</u> |
| 2 | 1 | 1945 |
| <u>NBR_HALF_B</u> | | |
| 0 | | |

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Beaufort County Property Photos

PIN: 01017009

Photo: 01017009.jpg



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ORDER TO REMEDY DEFECTIVE CONDITION
3/10/2014

COPY

Unknown heirs of Pearlie Howell Little, Jr., whose whereabouts are unknown, Janet Cosby (4126 Shamrock Drive, Charlotte, NC 28215), Lawrence Little (6009 W. Columbia Avenue, Philadelphia, PA 19151-3537), Augustine Little (5544 Pine Street, Philadelphia, PA 19143-1320), and Beaufort County Tax Collector

Re: 759 CAROLINA AVE, WASHINGTON, NC
No.: 01017009

To: Unknown heirs of Pearlie Howell Little, Jr., whose whereabouts are unknown, Janet Cosby, Lawrence Little, Augustine Little, and Beaufort County Tax Collector

This matter coming on to be heard and being heard before the undersigned on 12/30/2013 at 2:30 PM at 102 East Second Street in room 115 and the undersigned, having reviewed the file; carefully inspected the premises; heard the testimony; and reviewed the evidence, arguments, and other matters presented at the hearing, hereby makes the following findings of fact.

1. Proper notice of the formal complaint dated 12/11/2013 and stating the charges as well as containing a notice of this hearing was served upon the above owners of and parties in interest in the above property. No owner or person of interest was present at the hearing.
2. The following conditions currently exist on the subject property, including dwelling.
 - a. Defects increasing the hazards of fire, accidents, or other calamities.
 - b. Lack of ventilation, light, or sanitary facilities.
 - c. Unsafe, unsanitary, or dangerous conditions.
 - d. Conditions attracting insects or rodents.
 - e. Conditions creating a fire hazard.
 - f. Dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities.
 - g. Deteriorated condition of walls.
 - h. Overloaded floors.
 - i. Defective construction.
 - j. Decay of structure, walls, flooring, and/or foundation.
 - k. Unsafe wiring.
 - l. Inadequate means of access.
 - m. Dangerous, injurious, or detrimental to the health, safety or otherwise inimical to the welfare of the residents of the City of Washington.
 - n. Other:
3. The repair, alteration, or improvement of the dwellings may be made at a reasonable cost in relation to the value to the dwelling if the certificate of elevation shows the floor level above base flood elevation (BFE).

Based upon the foregoing findings of fact, the undersigned concludes said dwelling is unfit for human habitation and is dilapidated.

Based upon the foregoing findings of fact and conclusions, you are hereby ordered as follows.

- _____ 1. To repair, alter or improve such dwelling to comply with the minimum standards of fitness established by Section 6-109 *et seq* of the Washington City Code within ___ days.
- _____ 2. To vacate and close the dwelling within _____ days.
- _____ 3. To vacate and close the dwelling within _____ days and until such repairs, alterations and improvements have been made.
- X 4. Remove or demolish the dwellings within **10 days working days from this date.**

If you fail to comply with this order within the time specified herein, the undersigned may, among other things authorized by the Washington City Code and/or North Carolina state law, either 1) submit to the City Council at its next regular meeting a resolution directing the City Attorney to petition the Superior Court for an order directing you to comply with this order or 2) submit to the City Council an ordinance ordering the undersigned to cause such dwelling to be brought into compliance with this order. The amount of the cost of any repairs, alterations or improvements; vacating and closing; and/or removal or demolition, caused to be made or done by the undersigned shall constitute a lien against the subject property and shall also constitute a lien on any other real property of the owner of the subject property located within the City limits or within one mile thereof except for the owner's primary residence.

You must obtain all permits and approvals required by the Washington City Code and/or North Carolina state law before commencing the work required hereunder. If you have any questions or if I may assist you in any way, please feel free to contact me.

Extra time was granted after the hearing because of a request from Lawrence Little. Several attempts have been made to contact Mr. Little, but he has failed to respond.

Respectfully,



Allen Pittman
Senior Building Official
City of Washington
PO Box 1988
Washington, NC 27889
(252)975-9334

Cc: Mr. Wayne Harrell, Chief Building Official
Mr. John Rodman, Director of Planning and Development
Mr. Franz Holscher, City Attorney
File

Appeals from orders of the Code Official. An appeal from any decision or order of the Code Official may be taken by any person aggrieved thereby or by any public officer, board or commission of the City. Any appeal from the Code Official shall be taken within ten (10) days from the rendering of the decision or service of the order, and shall be taken by filing with the Code Official and with the Housing Appeals Board a notice of appeal which shall specify the grounds upon which the appeal is based.



COPY

**NOTICE OF COUNCIL MEETING
ORDER TO DEMOLISH**

April 4, 2014

Pearlie Howell Little, Jr. Heirs
C/O Lawrence Little
6009 West Columbia Ave
Philadelphia, PA. 19151

Re: 759 Carolina Avenue
Parcel No.: 01-017009
PIN No.: 5676-71-5589

This is to notify you that the City Council will vote on the ordinance to demolish the structure located at 759 Carolina Avenue on April 14, 2011. Based upon findings of fact and conclusions, you were ordered, pursuant to North Carolina General Statute § 160A-429, to remove and demolish said structure. The time period to remedy defective condition expired on March 21, 2014.

The City may, pursuant to North Carolina General Statute § 160A-432, cause the structure to be removed or demolished. The amounts incurred by the City in connection with the removal or demolition of the structure shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as liens for special assessments provided in Article 10 of Chapter 160A of the North Carolina General Statutes.

The City Council will vote on the ordinance during their regularly scheduled Council meeting at the following date and time:

Date: Monday, April 14, 2014
Place: City Council Chambers - City Hall - Municipal Building, 102 East Second Street. Enter from the Market Street side of the building and go to the second floor.
Time: 6:00 P.M.

If you have any questions or if I may further assist you in any way please feel free to contact me.

Respectfully,

Allen Pittman

Allen Pittman
Senior Building Official
City of Washington
PO Box 1988
Washington, NC 27889
(252) 975-9334

cc: Mr. John Rodman, Director, Community & Cultural Services
Mr. Franz Holscher, City Attorney

File



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Director of Community & Cultural Services
Date: April 14, 2014
Subject: Way Finding Capital Project Fund
Applicant Presentation: N/A
Staff Presentation: John Rodman

RECOMMENDATION:

I move that City Council adopt a Capital Project Ordinance and adopt a Budget Ordinance Amendment for the way finding project.

BACKGROUND AND FINDINGS:

\$75,000 was budgeted for the way finding project in FY 2013-2014. Staff has completed the preliminary work for the project and is prepared to move forward with the design phase. The project be completed in FY 2014-2015. Upon review of several other recent projects of similar scope staff believes an additional appropriation of \$75,000 will be needed to deliver a satisfactory product. Funds budgeted for economic development and Planning professional services can be utilized to supplement the project and avoid appropriation of fund balance.

Staff will make a presentation of the project during this agenda item.

PREVIOUS LEGISLATIVE ACTION

FY 13-14 Budget

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

- Capital Project Ordinance
- Budget Ordinance Amendment
- Project Status Report

City Attorney Review: Date By: _____ (if applicable)
Finance Dept Review: Date By: April 14, 2014 (if applicable)
City Manager Review: Concur 4/14/14 Date Page 133 of 151 Denial No Recommendation

**A CAPITAL PROJECT ORDINANCE FOR THE WAY FINDING PROJECT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for the design and implementation of the way finding signage project budgeted and funded by a transfer from the General Fund.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the financing documents.

Section 3. The following amounts are appropriated for the project:

| | | |
|-----------------|--------------|----------------|
| 69-90-8000-0401 | Design | \$ 50,000 |
| 69-90-8000-4500 | Installation | <u>100,000</u> |
| | Total | \$150,000 |

Section 4. The following revenue is anticipated to be available for this project:

| | | |
|-----------------|----------------------------|-----------|
| 69-60-3352-0000 | Transfer from General Fund | \$150,000 |
|-----------------|----------------------------|-----------|

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the financing agreement.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments that are due.

Section 7. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this capital project in every budget submission made to the City Council.

Section 9. Copies of this capital project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That the General Fund appropriations budget be increased or decreased in the following fund accounts and amount:

| | | |
|-----------------|----------------------------------|----------------|
| 10-10-4910-7400 | Capital Outlay | \$(75,000) |
| 10-00-4650-0400 | Professional Services | (5,000) |
| 10-00-4650-4500 | ED Projects | (60,000) |
| 10-10-4910-0400 | Professional Services | (10,000) |
| 10-00-4400-6200 | Transfer to Capital Project Fund | <u>150,000</u> |
| | Total | 0 |

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

City of Washington Project Update

Agenda Date: March 24, 2014

Grant Name: Fund 10 – Way Finding Project

Engineer/Architect:

Construction Company:

City Project Administrator: John Rodman

Project Start Date: 10/1/13

Projected Completion Date: 7/1/14

Financial Status:

| | Total Budgeted <u>Revenues</u> | Actual Revenues <u>Project to Date</u> | Total Budgeted <u>Expenditures</u> | Actual Expenditures <u>Project to Date</u> |
|-------------------|-----------------------------------|---|---------------------------------------|---|
| City Funds | \$75,000 | \$75,000 | \$75,000 | \$0 |
| Interest Earnings | | | 0 | 0 |
| Other | | | | |
| Total | \$75,000 | \$75,000 | \$75,000 | \$0 |

Project Status

Prior Activity:

Project Steering Committee stakeholders invited to participate in Phase 1 of the Wayfinding project. A total of 6 meetings have been held that consisted of getting started, developing goals and objectives, naming attractions and destinations, selecting preferred routes and gateways, gathering data on existing inventory and conditions, and analyzing that data.

Projected Activity for next Month:

Completion of the Phase 1 Report for Council. Drafting an RFP for the Design Development Phase of the Project which will consist of design criteria and specifications. It will also include an Implementation Plan for signage construction.

Is project on schedule, if not what action is being taken:

Project is on schedule.

City of Washington Project Update

Other Notes/Council Actions required (Anticipated Date of Council Action):

Anticipate Council approving RFP and awarding contract to consultant selected for Design Development Phase. Anticipate approval in May 2014 meeting.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: April 14, 2014
Subject: Employee Cemetery Lot Purchase Program
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a City employee cemetery lot purchase program effective July 1, 2014.

BACKGROUND AND FINDINGS:

At the direction of Council, staff has developed a program that offers the opportunity for City employees to purchase cemetery lots along with associated perpetual care fees through payroll deductions over a twelve month period. Deed will transfer at the end of the twelve month period.

Example:

\$625 1 lot
200 Perpetual care fee/lot
\$825 Total

\$34.38 After-tax payroll deduction (24/year)

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted ___ Requires additional appropriation X No Fiscal Impact

SUPPORTING DOCUMENTS

Cemetery Fee Schedule

City Attorney Review: ___ Date By: ___ (if applicable)
Finance Dept Review: ___ Date By: ___ (if applicable)
City Manager Review: Concur 4/9/14 Date April 14, 2014 Recommend Denial ___ No Recommendation

Cemetery Lots

Definition/Comments - Sale of cemetery lots at Oakdale Cemetery and Cedar Hill.

Fees Charged -

| <u>Lot Size</u> | <u>Fee</u> |
|-----------------|------------|
| 8 Graves | \$5,000 |
| 4 Graves | \$2,500 |
| 2 Graves | \$1,250 |
| 1 Grave | \$ 625 |
| Baby Grave | \$ 300 |
| Urn Grave | \$ 300 |

Revenue Code – 39-90-3471-4110 Sale of Cemetery Lots

Cemetery Interments / Disinterments

Definitions/Comments - Interment at Oakdale or Cedar Hill Cemetery

Fees Charged –

Interment (Weekdays)

| | |
|-------------------------|-------|
| Adult | \$575 |
| Baby < 24 months of age | \$250 |
| Cremation Urn | \$250 |
| Mausoleum | \$300 |

Interment (Weekend/Holiday)

| | |
|-------------------------|-------|
| Adult | \$675 |
| Baby < 24 months of age | \$300 |
| Cremation Urn | \$300 |
| Mausoleum | \$350 |

Interment (After Hours – 4 pm)

| | |
|-------------------------|------------------------|
| Adult | \$75 / hour additional |
| Baby < 24 months of age | \$75 / hour additional |
| Cremation Urn | \$75 / hour additional |

Disinterment of Vault (Only performed during regular work hours) \$700

Disinterment of Urn (Only performed during regular work hours) \$300

Revenue Code – 39-90-3471-4100 Grave Openings - Cemetery

Previous Legislative Reference - (Code 1972, § 5-11; Code 1993, § 5-6; Ord. No. 90-6, § 1, 3-12-1990; Ord. No. 94-12, § 1, 6-30-1994; Ord. No. 97-9, 6-23-1997; Ord. No. 00-7, 6-26-2000; Ord. No. 5-11, § 1, 6-20-2005; Ord. No. 06-13, § 1,2, 6-19-2006)

Cemetery Monuments

Definition/Comments - Permit fee for above ground and flush with the ground headstones and footstones and mausoleums installed at the cemetery.

Fees Charged -

| | |
|-----------------------|--------|
| Above the ground | \$ 100 |
| Flush with the ground | \$ 50 |
| Mausoleum | \$ 200 |

Revenue Code – 39-90-3471-4120 Cemetery Monument Fees

Cemetery Perpetual

Definition/Comments – For the perpetual care of each lot sold.

Fees Charged -

| | |
|---------|-------|
| Per lot | \$200 |
|---------|-------|

Revenue Code – 12-30-3471-4150 Perpetual Care Fees



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood
Date: April 4, 2014
Subject: BCBS Health Insurance Contract Renewal
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that the City Council authorize the City Manager to renew the City of Washington's contract with BCBS of NC for group Health Insurance for fiscal year 2014-15 including a change in the effective date of coverage for group insurance benefits for new City employees to the first of the month following 30 days of employment and for terminated employees to the end of the contract month following employment termination effective July 1, 2014.

BACKGROUND AND FINDINGS:

Beginning with fiscal year 2014-15, employee payroll deductions for dependent coverage and voluntary insurance premiums will be taken over 24 payroll deduction periods instead of the current practice of 26 payroll deduction periods. It is anticipated that this change will result in more efficient billing reconciliation especially for mid-year changes. With the reduction in health insurance premiums this change can be implemented at this time with minimum impact on employees' take home pay.

We are also recommending a change in coverage effective dates for new hire employees and terminating employees as follows:

New Hire

Current Policy: Coverage under City insurance begins on the first calendar day following 30 days of employment, i.e. on the 31st day of employment.

Proposed Policy: Coverage under City insurance begins on the first of the month following 30 days of employment.

Terminating Employee

Current Policy: Coverage ends on the actual last day of employment.

Proposed Policy: Coverage ends on the last day of the month in which the employee separates service.

This change is will coordinate well with the transition to 24 insurance premium payroll deductions; will eliminate prorated billing; and will coordinate with traditional effective dates for individual or other group policies. We have verified that this change will not affect the premium renewal rates.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

 Currently Budgeted (Account) Requires additional appropriation X No Fiscal Impact
(due to retirement and abolishing superintendent's position)

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: bm Concur _____ Recommend Denial _____ No Recommendation 4/14/14 Date



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood
Date: April 4, 2014
Subject: Personnel Policy Revision Article VII. Employee Benefits
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that the City of Washington Personnel Policy, Article VII. Employee Benefits, Section 1. Insurance Benefits is revised to reflect that group benefits will be provided for full-time employees beginning the first of the month following 30 days of employment effective July 1, 2014.

BACKGROUND AND FINDINGS:

The current City of Washington Personnel Policy provides that full-time employees will be covered under group insurance benefits including Medical, Dental, Life, and Vision insurance after a thirty (30) day waiting period. Under the City’s current contracts, the prescribed waiting period for insurance coverage is exactly 30 days, with coverage beginning on the 31st day. Beginning with contract renewals effective July 1, 2014, however, the first date of insurance coverage will be the first of the month following 30 days of employment. Therefore, it is recommended that the Personnel Policy is revised to reflect the specific waiting period for coverage.

Note: This action is contingent upon approval of Council Action for Health Insurance Contract Renewal.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact (due to retirement and abolishing superintendent’s position)

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: April 14, 2014 (if applicable)
City Manager Review: lwa Concur Page 146 of 151 Recommend Denial _____ No Recommendation 4/9/14 Date

ARTICLE VII. EMPLOYEE BENEFITS

The provisions of all benefits are subject to change and modification at the discretion of the City, with or without advanced notice. The provisions of any benefits are further subject to funding appropriation and budget constraints.

VII. Section 1. Insurance Benefits

The City shall provide the following group insurance benefits for its full-time employees:

- (a) Medical insurance – beginning the first of the month following 30 days of full-time employment;
- (b) Dental insurance - beginning the first of the month following 30 days of full-time employment;
- (c) Life insurance - beginning the first of the month following 30 days of full-time employment;
- (d) Vision insurance - beginning the first of the month following 30 days of full-time employment.

Based on the availability of funds, all efforts shall be made by the City to provide premium payments in full on the employee's behalf.

Each employee shall have the option of purchasing a dependent or family plan of medical, dental, and vision insurance at his or her own expense. Information concerning cost and benefits shall be available to all employees through the Human Resources Department.

Other City-approved, supplemental insurance benefits may be available through payroll deduction at the employee's expense. Employees who purchase dependent or supplemental insurance coverage have the option of participating in IRS Code Section 125 benefits.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: April 14, 2014
Subject: Resolution Endorsing NCEMPA Asset Sale Negotiations
Applicant Presentation: N/A
Staff Presentation: Brian Alligood

RECOMMENDATION:

I move that City Council approve the attached resolution endorsing the negotiation of definitive agreements for the sale of certain generating assets owned by the North Carolina Eastern Municipal Power Agency to Duke Energy Progress, Inc. and for power supply.

BACKGROUND AND FINDINGS:

The City of Washington is a member of North Carolina Eastern Municipal Power Agency (NCEMPA). On February 3, 2014, NCEMPA announced that it was negotiating with Duke Energy Progress to sell its generation assets. The ElectriCities Board of Directors and NCEMPA Board of Commissioners had previously directed management to negotiate with them. The process is expected to last 12-24 months. It will require regulatory approval, possibly legislative approval and will need the agreement of all 32 members of NCEMPA. The objective of the sale is more competitive rates for customers while preserving the same reliability received today. The negotiations are covered under a confidentiality agreement between the parties and cannot be discussed in detail; however the City Council has been briefed on the matter in closed session by NCEMPA staff. The negotiations only affect the generating assets. The local distribution system is not part of the discussions. All NCEMPA members have been asked to consider approving the attached resolution of support.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: April 14, 2014 (if applicable)
City Manager Review: but Concur 4/14/14 Date _____ Page 1 of 1 Recommend Denial _____ No Recommendation

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WAHSINGTON ENDORSING THE
NEGOTIATION OF DEFINITIVE AGREEMENTS
FOR THE SALE OF CERTAIN GENERATING ASSETS
OWNED BY NORTH CAROLINA EASTERN MUNICIPAL
POWER AGENCY TO DUKE ENERGY PROGRESS, INC.
AND FOR POWER SUPPLY

WHEREAS, the City of Washington (the “Municipality”) and North Carolina Eastern Municipal Power Agency (“Power Agency”) heretofore have entered into an Initial Project Power Sales Agreement, as amended, and a Supplemental Power Sales Agreement, as amended, pursuant to which, among other things, the Municipality purchases from Power Agency and Power Agency sells to the Municipality all of the Municipality’s All Requirements Bulk Power Supply, as such term is defined in the Supplemental Power Sales Agreement; and

WHEREAS, a portion of the All Requirements Bulk Power Supply sold by Power Agency to the Municipality and purchased by the Municipality from Power Agency is derived from the Power Agency’s undivided ownership interest in the following electric generating units jointly owned by Power Agency with Duke Energy Progress, Inc. (“DEP”): Brunswick Units Nos. 1 and 2, Harris Unit No. 1, Mayo Unit No. 1 and Roxboro Unit No. 4 (collectively, the “Joint Units”); and

WHEREAS, City Council of the Municipality (the “Governing Body”) has been advised by representatives of Power Agency that Power Agency has been authorized by its Board of Directors and by the Board of Commissioners of the Power Agency to negotiate with DEP on an exclusive basis definitive agreements pursuant to which (i) Power Agency would sell and DEP would purchase all of Power Agency’s ownership interests in the Joint Units, and (ii) Power Agency and DEP would enter into a full requirements power purchase agreement pursuant to which DEP would sell and Power Agency would purchase all of the power and energy required

by Power Agency to provided full requirements power supply services to the City of Washington and to all other members of Power Agency (the “Proposed Transaction”); and

WHEREAS, representatives of Power Agency also have advised the Governing Body that if the Proposed Transaction is consummated the proceeds to be derived from the sale of the Joint Units, when combined with other funds available to Power Agency, may not be sufficient to pay or provide for the payment of the principal of and premium, if any, and interest on all revenue bonds heretofore issued by Power Agency to finance the acquisition of the Joint Units; and

WHEREAS, representatives of Power Agency confidentially presented to the Governing Body the confidential results of the preliminary financial analyses of the Proposed Transaction undertaken by and at the request of Power Agency to determine the projected effect of the Proposed Transaction on Power Agency and its participants; and

WHEREAS, the Governing Body, having taken into consideration the confidential information concerning the Proposed Transaction presented to the Governing Body by representatives of Power Agency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington:

1. The Governing Body has given due consideration to the confidential information concerning the Proposed Transaction presented by representatives of Power Agency at this meeting and hereby finds and determines that it is in the best interests of the

Municipality for representatives of Power Agency to negotiate a definitive agreement with DEP concerning the Proposed Transaction.

2. The Governing Body hereby endorses the action of the Board of Directors and Board of Commissioners of Power Agency authorizing representatives of Power Agency to negotiate a definitive agreement with DEP concerning the Proposed Transaction.
3. The Governing Body hereby directs the Clerk to cause to be furnished to Power Agency, if requested, a certified copy of this resolution.
4. This resolution shall be become effective upon its adoption.

ADOPTED this 14th day of April, 2014.

Mac Hodges
Mayor

ATTEST:

Cynthia S. Bennett
City Clerk